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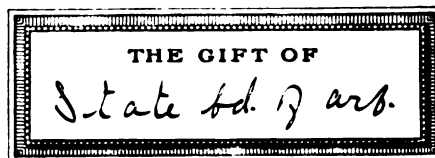
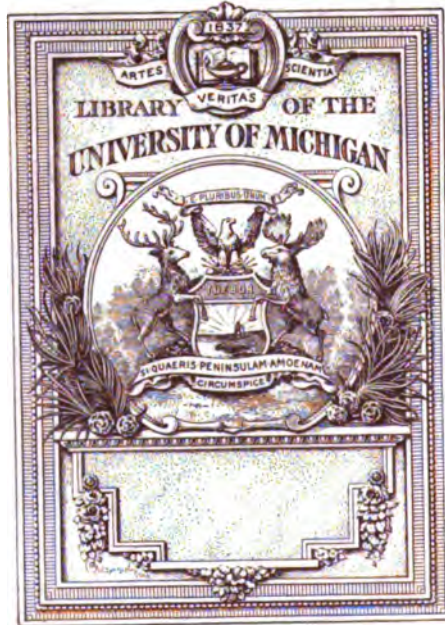
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for 1891 - 1895

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ANNUAL REPORTS
OF THE
STATE BOARD
OF
ARBITRATION AND CONCILIATION.

1892—1896.



BOSTON :
WRIGHT & POTTER PRINTING CO., STATE PRINTERS,
18 POST OFFICE SQUARE.
1896.

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OF THE

State Board of Arbitration

FOR THE YEAR 1891.

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SIXTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

There have been during the last year no startling movements or upheavals in that part of the industrial world which comes most closely under our observation. It is true that, early in September, a monster strike seemed imminent, when the combined mills of the chief cotton manufacturing city in New England declared an intention to reduce the wages of their operatives, because of depression in business, over-production and the low prices at which the products of the mills were then being sold. When the scheme of a general reduction of wages was made public, it was ascertained that the working people of Fall River would offer a united resistance to the change. At the time set for the change, moreover, the market was in a much better condition than it was a month previously. These two features of the situation taken together were enough to induce a change of purpose, and the idea was abandoned.

The fact that such a plan should have been seriously contemplated, as a means of ameliorating a business condition for which the mills, and not the operatives, were responsible, is, of itself, a sufficient explanation, not to say reason, why labor organizations are formed. The incident is also a warning to the whole community that, even in Massachusetts, where so much progress has been made in labor legislation, the industrial problem is still very far from being settled, and that there is room for broader and more en-

lightened views concerning the relations of men, one to another, in the operations of the industrial world. In some quarters, considerations like these receive scant notice. They are dismissed as irrelevant, the arbitration of public opinion is demurred to, and the shibboleth of the centuries is repeated, that all these things are, and of right ought to be, determined by the so-called law of supply and demand, when it may be that the very uneasiness of the present age concerning social and industrial questions arises from too close observance of maxims of a political economy which never regarded all men as "free and equal" for any purpose whatever.

The question of the true underlying principle of wages may be discussed by some as an abstract proposition, of no practical importance to the practical student of political economy and social ethics; but for this Board, which is frequently called upon, in the exercise of its duties, to decree in the name of the Commonwealth what shall be a fair return, in wages, for the work of large numbers of men and women, it is of utmost importance that true and sound principles should be found, to regulate and guide the consideration of the question. Suffice it to say, that any man or board entering upon a consideration of this kind, under the existing conditions of public sentiment, would find the law of supply and demand, taken by itself alone, a very inadequate and insufficient aid to a just and enlightened decision.

No part of the Board's duties is assumed with a deeper sense of responsibility than is felt when a manufacturer and his employees join in requesting the Board to fix a price or prices for work to be done with the aid of a machine, which perhaps has not been in use long enough to afford a sufficient test of its capacity and real usefulness. In such cases there is usually a wide difference between the workmen and the employer or the seller of the machine, because it is,

apparently, the interest of the operatives to rate the capacity of the machine at a low figure, and the interest of promoters of the machine to make it appear at its very best. The aim of this Board in the decision of cases of this character is to set a piece-price, — so much per pair or by the dozen, or case, — which will afford to a workman, not of the highest skill and speed, but of average ability, fair wages for a fair day's work. If a machine has not been long in the market, the burden of proof should rest upon those who make claims for it as a labor-saving contrivance. After all the evidence which is accessible has been obtained, the workman, who must operate the machine and learn its peculiarities, is entitled to the benefit of any doubts that may remain unsolved, and the price should be set high enough to make sure that in the exercise of due diligence his earnings will not fall below what he had previously received.

The Board has had occasion several times during the last year to apply the principles here briefly stated, and while we have not always considered it safe for us to credit the particular machine under consideration with all the advantages which were claimed for it, yet, our decisions have been acquiesced in by the manufacturers and by the representatives of the machine, and they have unhesitatingly endorsed as correct the general principles here stated as the ground of the Board's action in such cases. It is gratifying also to note that of late the unions have shown a disposition to accept a fair price on a machine, and let it prove for itself, by experience, what it can do.

Another and analogous source of controversies in mills and manufactories appears when a new style or grade of goods is introduced, with which the operatives are not familiar. A price is fixed by the manufacturer or his foreman, which may be fair, but is frequently based upon what the operatives may reasonably be expected to do after they have become familiar with the changes which have been

introduced. Strikes have occurred from such causes during the past year because the operatives were unable to earn as much as they did previously ; and the question inevitably arises : Is it fair that the operatives, who are wholly dependent upon their daily wages, should suffer any diminution of earnings during the interval in which they are adjusting themselves to the new order of things? Manufacturers say that if, at first, they make the price a little higher than it ought to be, they can never get it reduced afterwards, and doubtless there is some reason for the remark ; but in most cases of the kind referred to, the way is open to both employer and employees to agree upon a temporary price by the day or week, equal in amount to what the workmen were earning before, and thus the expense of testing the machine will fall, where it ought to fall, upon the agent or seller of it, and in the other class of cases mentioned, the employer, rather than the workman, will bear the temporary loss which may accompany a change in the methods of manufacturing or in the style of the product.

The controversy between the morocco manufacturers and workmen, in Lynn, which at the date of our last annual report was still being agitated, came to an end early in April. The organization which had guided and advised the workmen in this movement declared the strike off; and those who could obtain employment in the shops were at liberty to do so. On this turn of events, individual workmen requested the Board to intercede with the manufacturers in their behalf and procure for them if possible reinstatement in their old places. This service was cheerfully rendered. Some of them were re-employed, but a considerable proportion of the men who struck have not since found employment at their trade, in Lynn. The most cursory reading of our last annual report will account for the firm belief entertained by the members of this Board and by others, that if the State Board had not been unneces-

sarily interfered with, in its attempts to bring the parties together, the controversy might have ended through the mediation of the State Board in a satisfactory settlement, four or five months sooner. It will always be difficult to explain on reasonable grounds why representatives or officials of any union or association should think it necessary for the welfare of the order, or for any reason advisable, to ignore or put aside any opportunity or means of effecting a settlement, which the law of the State affords. A settlement is what is most desired by everybody affected by a strike or lockout, and if, for any reason, a particular man or committee is unable to accomplish the desired result, it is no more than ordinary prudence to attempt it by some other means, rather than to undergo rashly the risk of utter defeat. In these matters, the practical common-sense view is the one which commends itself for all time.

In line with the experience of former years, the Board has found fresh reason to renew its confidence in the power of a free and candid public opinion applied to differences arising between employers and employed. With added experience and greater familiarity on the part of the business world with the methods and principles by which the action of the Board is regulated, the efficiency of the State Board as a conciliator has increased; and on the side of arbitration, it is a gratifying fact that in every such case, the advice offered and the price-lists recommended have been cheerfully accepted by all parties, with permanent good results to the business affected.

The law passed in 1890, authorizing the appointment, by the Board, of expert assistants, in cases submitted on joint application, one to be named by the employer and one by the employees, has been tried for a year; and, although the practical application of the new law has been accompanied with some delay, and in other respects does not yet fully meet the expectations of its friends, it should certainly be

given the benefit of a further trial. When each party is allowed by law to name an expert to assist the Board in obtaining information of a technical kind, the inevitable result is that each party is bound to think better of the decision when it is reached, than he would otherwise have done, and much criticism is in this manner forestalled.

The Board has received, from time to time, gratifying assurances from other States and other countries, that the work of arbitration and conciliation carried on in Massachusetts in the name of the State, that is, of the whole people, is watched with increasing interest, and with a readiness to acknowledge whatever degree of success is met with.

We are fortunate in this, that our community is quickly responsive to any complaints of wrong or injustice, and eager to find some way of substituting for evil or unfavorable conditions of life, greater comfort, wider education and a general amelioration of the hard lot of the toiling millions. If additional evidence is desired, to prove that our Commonwealth has adopted the best course in dealing with questions of labor, it may be found in the recently published report of the Royal Commission on Strikes in New South Wales. After a full discussion of the recent strikes in New South Wales, and the various suggestions which have been offered with a view to prevent the recurrence of such controversies in the future, the commissioners proceed to recommend the establishment of a tribunal and a course of procedure, with which we have already become somewhat familiar by experience here in Massachusetts. The report says :—

The great weight of testimony is distinctly to the effect that the existence of a State Board of Conciliation would have a wholesome and moderating effect. Such an institution, clothed with the authority of the State, would stand before the public as a mediatory influence always and immediately available, and public opinion

would be averse to those who, except for very good cause shown, refused to avail themselves of its good offices.

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Taking all these things into consideration, we recommend that in the first instance, at least, and until circumstances justify some further differentiation in the constitution of the labor tribunal, there should be only one Board, but that this one Board should be empowered in some form to discharge, as occasion may require, the double duty of conciliation and arbitration. That is to say, that its first efforts should be towards bringing about a voluntary agreement between the parties, and failing that, that the Board . . . should discharge the duty of adjudication and pronounce a decision.

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It should be borne in mind that a State Board of Conciliation in no way whatever prevents the existence of private agreements in particular trades; on the contrary, the evidence is clear that the existence of such agreements leads to a better understanding of the mutual relations of employers and employed, and also facilitates the work of the Board in giving a decision. Private conferences — private efforts at conciliation — may fittingly take place in any and every trade, but the advantage of a State Board is that it is there, always in existence, to deal with any case that has proved too obstinate for private settlement. All disputes should, if possible, be settled within the trade itself, and there would be the greater probability of this being done if it were known that, failing a settlement, either party could force the case before the State Board of Conciliation.

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No quarrel should be allowed to fester, if either party were willing to accept a settlement by the State Tribunal. Industrial quarrels cannot continue, without the risk of their growing to dangerous dimensions, and the State has a right in the public interest, to call upon all who are protected by the laws to conform to any provision the law may establish for settling quarrels dangerous to the public peace. We may mention, in support of

this view, that we have already some pertinent and valuable experience. The Newcastle agreement, which represents the mature experience of the colliery proprietors, and of a compact body of about five thousand coal miners, provides that differences which cannot be settled out of court may be submitted to a referee, and that either party may set the court in action. Five cases have hitherto been so submitted, the miners having in each case taken the initiative, the masters coming into court to defend their position.

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There is every reason to expect that in the very great majority of cases the decision of arbitrators will settle the dispute, and that it is not worth while, therefore, for the sake of making universal compliance, to introduce the repugnant element of compulsion. Moreover, as has been pointed out by witnesses on both sides, although a Court of Arbitration might inflict fines and penalties, it could not compel men to work for less wages than they were contented with, because they could all give their legal notice, and quit their occupation; nor could an employer be compelled to keep on his business for a lower rate of profit than would in his judgment compensate him for his risk and trouble. The law cannot prevent him from refusing to take any new business and closing his establishment. It may be added that the absence of external compulsion does not prevent the parties from putting compulsion on themselves. All who want compulsion can have it. They can agree to a bond before going to arbitration that would give a right to sue a defaulter.

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The evidence before us has, however, impressed us with the conviction that the continuous operation of conciliation and arbitration will tend to assuage the bitterness of the dispute, to remove much misconception and suspicion, to bring the merits of the controversy more clearly into view, to diminish the force of the contending influences, to bring the disputants nearer together, to educate public opinion, and if new laws should be necessary, to prepare the way for such legislation. While, therefore, we do not pretend that a State organization for conciliation and arbitration would, under the existing circumstances, be a perfect cure for all in-

dustrial conflicts, we are of the opinion that it would render inestimable service in the right direction, and that its establishment should not be delayed. . . .

The moral and material advantages which the commissioners anticipate from the establishment of a State board of arbitration and conciliation in the British colony have already been experienced in Massachusetts to a very considerable degree, and it may be hoped will be even more evident in the future.

The law of the State concerning arbitration is given below, being chapter 263 of the Acts of 1886, entitled, "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," as amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385:—

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year or until their respective successors are appointed; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the

term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent

claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon ; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order ; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty under the direction of the board to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute may have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty ; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary travelling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine

them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

SECT. 5. Upon the receipt of such application and after such notice the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding

ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

SECT. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing; not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury

of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service ; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth ; and both before and after said date they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the Commonwealth.

The yearly earnings of the workmen and workwomen directly affected by the controversies which have been dealt with by the Board during the year 1891, are estimated at \$2,307,000 ; and the total yearly earnings, in the factories, etc., involved, amount to about \$9,038,750. The total expense of maintaining the State Board has been \$8,592.36.

In the following pages are given accounts or reports of controversies which have attracted the notice of the Board during the year, the details being supplied only so far as may be necessary for a proper understanding of the questions involved and the results attained.

REPORTS OF CASES.

JONATHAN BROWN & SONS — SALEM.

On January 6, it came to the knowledge of the Board that a strike had occurred on the 3d instant, in the shoe actory of Jonathan Brown & Sons, at Salem, involving upwards of one hundred and fifty persons. Upon inquiry made by the Board, it appeared that all the workmen employed in the factory were in the strike, except the cutters and stitchers; that the firm had sought to reduce the price for McKay stitching from forty cents to thirty-five cents; that there was a considerable amount of uneasiness throughout the factory, and a feeling unfavorable to a foreman who had been recently engaged by the firm.

The Board called upon the firm and were assured, in answer to inquiries, that in case the workmen should decide to return to work, the firm would re-employ all of them, without prejudice or discrimination or any unkind feeling, and that there would be no cut-down of wages in any department. The further assurance was added by the foreman, who was objected to by the employees, that, if he had done anything to offend anyone, it was unintentional, that he had been misunderstood, and if the men would return, he would do all he could to promote harmony and good feeling between the men, the firm and himself.

Some of the striking employees belonged to labor unions, but for the purposes of this case they acted together as a "shop's crew." They met on the 9th, and, after a full discussion of the situation, voted that, in view of the promises and assurances made to them by the firm and the foreman, through the State Board of Arbitration, they would return to work as soon as Mr. Brown was ready to receive them.

Some of the workmen resumed work on the following day, and the rest on the next Monday.

The settlement gave satisfaction to all concerned.

ACUSHNET MILLS — NEW BEDFORD.

A strike of mule spinners occurred on Dec. 6, 1890, in Acushnet Mill No. 1, in New Bedford. For several weeks the spinners had complained of "bad work," caused as they said by poor "roving," by reason of which they were unable to earn as much as was earned by spinners employed in a neighboring mill. The attention of the management had been directed to the matter by the workmen, and a better quality of roving requested. They were several times told that the work would in time come better, and they must be patient. No improvement being perceived, the men struck.

The interposition of the Board was not requested by either party to the controversy, but on January 15 the Board visited New Bedford, of its own motion, called upon the agent of the mill, and met a committee of the workmen who were involved in the strike.

The agent would not admit that the men had any just cause of complaint, and said that certainly there was nothing on his part to submit to arbitration. He complained that the spinners, by going out on a strike, as they had done, had violated the regulations of their own union; and so far was he from making any concession, or even holding out a hope of anything better for the men, that he was not prepared to say that he would agree to take them back in a body, without some assurance for the future, the nature of which he would make known whenever they should manifest a desire to return to work on the same terms and under the same conditions as when they struck.

Subsequently the Board had an interview with the spinners, and discussed the circumstances of the case with them. The attitude of the agent, as reported by the Board, was

not calculated to aid the Board in persuading the workmen to agree to a fair and reasonable settlement of the strike, but the affair had drifted so long without any result, the Board at length offered the following suggestion as indicating what under all the circumstances seemed to them the best course to pursue: That the meeting of the spinners consider the advisability of returning to work, stating that they did so by the advice of the State Board, and then, if the grievances complained of should continue, that a committee from the union should call upon the agent of the mill with a view to obtaining redress. If, after resorting to these methods of obtaining what they considered right, they were still without redress, they were recommended to pursue their work as usual, and place the case formally before the State Board, who would then deal with it as the law prescribed. The workmen who were present seemed to be favorably impressed by the Board's suggestions, which were brought up and discussed subsequently at a meeting of the union, held on the same day. But the meeting, after debate, voted 47 to 34 in favor of continuing the strike. Other spinners were engaged or were already employed in the mill, and the affair was practically lost to public notice until an arrangement was at last agreed to, on or about January 31, under which the spinners, or some of them, returned to their former working places.

If the suggestion of the Board had been adopted, the workmen would have been better off by the amount of two weeks' earnings, at least, and we cannot but think that the small adverse majority could easily have been reversed, if there had been some expression, however slight, on the part of the agent of a wish for a settlement. Unfortunately the feeling of irritation, naturally induced by the strike, and a determination to prevent, if possible, a recurrence of the trouble, unquestionably tended to prolong a dispute which was a source of pecuniary loss to the workmen and an evident annoyance and source of trouble to the mill management.

WAMSUTTA MILLS — NEW BEDFORD.

On January 26, at noon, occurred a strike of the spinners employed in Wamsutta Mills 1, 2 and 3, because of a notice from the management that the employees would be expected to work until 12.15 o'clock and until 7 o'clock at night, during five days, in order to enable the mills to shut down during Saturday for repairs, and still make the customary week's run of sixty hours.

The spinners were unwilling to do any overtime work, and those employed in three mills, together with back boys and doffers, about sixty-five in all, went out at the usual time at noon, although the power was not shut off.

On the following day the strikers were joined by the spinners employed in three other mills, who refused to go to work until the first strikers were re-instated on the regular schedule of time. This the agent refused to do, and the spinning-rooms in these mills were at a standstill.

In this state of the case, on the 27th, officers of the spinners' union in New Bedford were notified that the Board would visit that city on the 29th instant, for the purpose of inquiring into the circumstances of the strike and effecting a settlement if possible. Early on the morning of the 29th, however, the Board was informed by telegram that the controversy had been settled on the 27th.

MYERS & ANDREWS — BOSTON.

On January 24 a strike occurred in the cutting-room of Myers & Andrews, of Boston, who were engaged in the business of manufacturing men's and boys' clothing. Upon inquiry the Board learned that in 1886 the clothing manufacturers of Boston and a committee of the Boston Clothing Cutters and Trimmers' Union had agreed upon and put in force a list of prices for cutting, which list was printed and was said to be in force in substantially all the establishments

of this character in the city. Myers & Andrews had paid their cutters according to the list, except for work done on children's clothing. On this, for some time past, prices less than the list prices had been paid and received, but against the protests of the union. The strike was at last resorted to for the purpose of enforcing the list prices.

The firm said that they found the competition against them in New York, rather than in Boston, and that in the present condition of the trade they could not afford to pay the prices demanded, because of the materially lower prices paid for the same work in New York. The firm also proposed to use a cutting machine, to which the union was understood to be opposed.

After several interviews had been had with the parties separately, the Board at length, on February 1, succeeded in getting them together in the presence of the Board, for a conference. Several propositions were advanced on either side as a basis of settlement, none of which was agreed to; and the meeting broke up, with no definite results. The conference was, however, renewed at the suggestion of the Board, on February 18, at which time the following agreement was entered into:—

Agreement made this eighteenth day of February, 1891, in the presence of the State Board of Arbitration, between the firm of Myers & Andrews, of Boston, and the Boston Clothing Cutters & Trimmers' Union.

For the purpose of settling the existing controversy it is agreed: That the firm will re-employ all the cutters and trimmers who went out, on the same conditions that prevailed at the time of the strike; will employ union cutters and will pay prices for piece-work according to the annexed union bill of prices, including extras, no objection being made to the use of the one machine in the cutting-room, or to the employment of the same week hands as before; that cutting in New York be discontinued at the end

of ten days from this date, and not be resumed before the first day of July next; that the workmen are to be paid for the work actually performed by them respectively, at the time when they went out.

MYERS & ANDREWS,

WM. E. COGSWELL, *President*,

WALTER HEWETT,

ALBERT R. PERKINS,

Business Committee B. C. C. & T. Union.

LIST OF PRICES FOR CUTTING FOR 1886.

Agreed upon by a Joint Committee Representing the Clothiers and the Cutters' Union.

| | Four at a Time. | Two at a Time. | Sep- arate. | Single. |
|--|--------------------|-------------------|----------------|---------|
| <i>Men's and Youths' :</i> | | | | |
| Skeleton oversacks, | — | 10 | 15 | 18 |
| Double-breasted and single-breasted over- sacks, | — | 9 | 12 | 14 |
| Single-breasted ulsterettes, | — | 10 | 15 | 18 |
| Usters, | — | 10 | 15 | 18 |
| Skeleton ulsters, | — | 11 | 16 | 20 |
| Surtouts, lapels cut on, | — | 10 | 15 | 18 |
| Surtouts lapels cut off, | — | 11 | 16 | 19 |
| Double-breasted frocks, lapels cut on, | — | 9½ | 14½ | 17½ |
| Double-breasted frocks, lapels cut off, | — | 10 | 15 | 18 |
| Single-breasted frocks and English walk- ing-coats, | — | 9 | 13 | 15 |
| Double-breasted sacks, | — | 8 | 11 | 13 |
| Single-breasted sacks, | — | 7 | 10 | 13 |
| Skeleton sacks, patch pockets, | — | 8 | 11 | 14 |
| Reefers, | — | 8 | 11 | 13 |
| Norfolk blouse, lined, | — | 10 | 15 | 18 |
| Norfolk blouse, skeleton patch pockets, | — | 10 | 15 | 18 |
| Short capes, | — | 3 | 4 | 5 |
| Cape to waist, | — | 5 | 7 | 9 |
| Leather jacket, | — | — | — | 37½ |
| Leather vests, | — | — | — | 28 |
| Thin ulsters, | 5 | 7 | — | — |
| Thin dusters, | 4½ | 6½ | — | — |
| Thin undersacks, | 4 | 6 | — | — |
| Alpaca and seersucker, | 5 | 7 | — | — |
| India seersucker, same as woollens. | | | | |
| Pants, plain, | — | 5 | 7 | 8½ |
| Whole falls, one cent extra. | | | | |
| Linen and cottonade, | 3 | — | — | — |
| Vests, | 2½ | 3½ | 4½ | 6 |
| Skeleton vests, | 5 | 9 | — | — |
| Full double-breasted vests, | — | 4 | 6 | 7 |

List of Prices for Cutting for 1886—Concluded.

| | Four at a Time. | Two at a Time. | Rep- arate. | Single. |
|--|--------------------|-------------------|----------------|---------|
| <i>Boys':</i> | | | | |
| Double-breasted and single-breasted over- sacks, | — | 8 | 10 | 12 |
| Skeleton oversacks, | — | 9 | 12 | 15 |
| Usters, | — | 9 | 13 | 16 |
| Double-breasted sacks, | — | 6½ | 9½ | 12 |
| Single-breasted sacks, | — | 6 | 9 | 11 |
| Norfolk blouse, lined, | — | 9 | 12 | 15 |
| Norfolk blouse, skeleton patch pocket, | — | 10 | 14 | 17 |
| Thin undersacks, | 8½ | — | — | — |
| Boys' pants, Alexis or school, | — | 4½ | 6½ | 7½ |
| Boys' vests, Alexis, | — | 3 | 4 | 5 |
| Alexis or school suits, | — | 13 | 19 | 22 |
| Capes, | — | 2 | 3 | 4 |
| <i>Children's:</i> | | | | |
| Short pant suits, plain, with vest, age four to thirteen, | — | 12 | 18 | 21 |
| Short pant suits, plain, no vest, age four to thirteen, | — | 9 | 14 | 17 |
| Knee pants, | — | 3 | 4 | 5 |
| Inserted plait suits, no vests, | — | 12 | 18 | 21 |
| Plaited suits, no vests, | — | 13 | 19 | 22 |
| Single-breasted and double-breasted over- coats, | — | 7 | 10 | 12 |
| Skeleton single-breasted and double- breasted overcoats, | — | 8 | 12 | 14 |
| Usters and ulsterettes, | — | 9 | 12 | 15 |
| Skeleton usters and ulsterettes, | — | 10 | 15 | 18 |
| Capes, | — | 2 | 3 | 4 |
| Sailor blouse suits, | — | 10 | 15 | 18 |
| Kilt suits, plaited skirt, | — | 9 | 13 | 16 |
| Kilt suits, plaited back, | — | 8 | 12 | 15 |
| Matched skirt, one cent extra. | | | | |
| Linen suits, with vests, | 7 | — | — | — |
| Linen suits, no vests, | 6 | — | — | — |
| Cotton waists, | 1 | — | — | — |
| Plain shirt waists, per dozen, | | | | \$0 50 |
| Plaited shirt waists, per dozen, | | | | 55 |
| Linen shirt waists, per dozen, | | | | 60 |

Extras.

- Opening goods for overcoats, 4 cents each garment.
 Lengthening or shortening overcoats, ½ cent per inch.
 Bottom facing on overcoats, 1 cent extra.
 Matched and patch pockets, 1 cent extra each.

Fly strap, dress, outlet on bottom, hip pocket cut in, welt seam, $\frac{1}{2}$ cent each.

Size ticket on pants, $\frac{1}{4}$ cent; if written, $\frac{1}{2}$ cent.

Opening crease on pants, 1 cent each garment, in lot.

Button stand on vest, $\frac{1}{2}$ cent.

Backing vests, $1\frac{1}{2}$ cents.

Lining vests, 1 cent.

Sewing tickets on coats and vests, $\frac{1}{4}$ cent each.

Extra sizes, each garment, 1 cent.

Two or more sets of patterns used on one lot, 15 per cent. extra.

Backing vests: boys', $1\frac{1}{2}$ cents; Alexis or school, 1 cent.

Patch and matched pocket, 1 cent each.

Sewing on ticket, $\frac{1}{4}$ cent each garment.

All sample garments, double the price.

All lots of 25 or less, $\frac{1}{4}$ cent extra on each garment.

Extra work on overcoats on account of lap seams, to be paid for extra.

All extras not mentioned in this bill, to be paid for.

"V," damaged goods and variations from this bill, to be regulated by each shop organization.

MYERS & ANDREWS,

WM. E. COGSWELL,

President.

Boston, Feb. 18, 1891.

This agreement terminated the strike, and the men returned to work on the 19th. Subsequently, in the summer, the business was removed from Boston to New York, according to a plan conceived at the time of the strike, with a view to obtaining the benefit of the lower prices for making garments, which prevailed in that city. It is to be hoped, however, that this hitherto prosperous and enterprising firm will find a way to return with their business to Boston, and that the cost of cutting and making garments for the retail trade may be more fairly adjusted between the great centres of population, and in such manner that the wages of respectable and intelligent men and women who work at the trade here, shall not be subject to the ruthless competition of the "sweat shops" of New York, or the newly imported "pauper labor" of Europe.

GREGORY & Co. — SOUTH FRAMINGHAM.

The Board went to South Framingham on February 6, for the purpose of inquiring into the circumstances of a strike which had occurred in the shoe factory of Gregory & Co. at that place. It was ascertained that, in the beginning, the strike was occasioned by a difference of opinion between the treers and heel-burnishers and the firm as to wages, but afterwards substantially the whole number of employees, ordinarily about four hundred in number, had become idle.

The Copeland treeing machine had recently been introduced into the factory, but no piece-price was agreed to. The men had worked on the machines for a while, and when an attempt was made to fix a price, they demanded sixty cents per case, and the firm offered to pay fifty cents per case, which they said was the price paid in other shops on this machine. There appearing to be no prospect of an agreement, the workmen struck. The firm had also named, as prices for work on the Rockingham burnishing machine: two and a half cents per dozen, for shoes, and three and a half cents per dozen, for boots. These prices had not been agreed to by the union; and when the men employed on this machine went out with the others, they were replaced by a man and a boy who did not belong to a union.

Having ascertained the most prominent facts of the controversy from either side, an invitation was sent to both parties to meet with the Board at South Framingham, on the 10th instant, in order to effect a settlement, if possible. At the appointed time and place the Board were met by the superintendent, Alvah T. Bridges, and by a committee of the union which represented the employees of the factory. After a full discussion, the controversy was ended, by agreement, temporarily at least, and thus further time was given for a sufficient testing of the machine, and the establishment of a union price in some other factories.

The following is a memorandum of the agreement made at this conference between the firm of Gregory & Co. and the General Executive Board of the Boot and Shoe Workers' International Union, to wit:—

First. It is agreed to take back all people ordered out February 8, 1891; and all people then employed who remain in the factory to continue at work.

Second. It is also agreed that if the Copeland treeing machines are operated in the factory, the operators shall be paid at a rate of wages not less than they can respectively earn at hand work, until a union price is established.

Third. It is also agreed that the prices for burnishing on the Rockingham machine shall be $2\frac{1}{2}$ cents per dozen for shoes and $3\frac{1}{2}$ cents per dozen for boots.

Fourth. That all other prices shall be the same as last season's price-list, and shall continue in force until November 1, 1891, except the changes already agreed upon in the finishing department.

Fifth. The factory will be opened, and work resumed, on Wednesday the 11th instant.

GREGORY & Co. by ALVAH T. BRIDGES.

H. H. PRAY, for International Union.

The employees in all departments returned to work on the following day and there has been no disagreement since. On the contrary, when the agreement expired, in accordance with its terms, it was renewed by the same parties for a further term of five months.

JOHN PEACH—AVON.

A visit of the Board to Avon on February 13 was occasioned by a strike, on February 9, of the lasters employed in the shoe factory of John Peach.

From the employer, and subsequently from the representatives of the Lasters' Protective Union, the Board learned

that the dispute related to prices to be paid for lasting by the Chase machine, which had recently come into use in the factory. The representative of the union, who also represented the lasters directly interested, had previously to the strike suggested to Mr. Peach that he should pay the price demanded by the union for two months, in which time the capacity of the machine could be ascertained by both parties, and that in case of a failure to agree upon a price at the end of that time, the question should be left to the State Board of Arbitration to decide.

Mr. Peach expressed his willingness to accept this proposition, if the time were made one month instead of two, but there was no agreement, and the strike followed. After discussing the case with both sides, with a view to finding and pointing out some way to an understanding, and meeting with encouragement from both parties, the Board appointed Monday, the 16th instant, as the time for a conference of the parties in the presence of the Board, at Brockton, unless a settlement should have been agreed upon before that time, of which there appeared to be a good prospect.

Before the appointed time, a settlement was in fact made, and the men resumed work under an agreement providing that no permanent price should be made for lasting on the Chase machine until a trial had been made of it in this factory for one month, and during that time each of the lasters should be paid such price or prices as should equal \$15 a week, or as much as they had earned at hand work.

BOSTON ELECTROTYPERS — BOSTON.

In December, 1890, the Boston Electrotypers' Union No. 11, which included in its membership nearly all of the trade who were employed in the six electrotype foundries of Boston, drew up and presented to their respective employers a price-list specifying the minimum amount of wages to be paid in the several departments. Thereupon the employers

agreed to act together in the matter, and two conferences were had between the employers and a committee of the union. Individual employers also, who preferred a different course, discussed the same subject with their respective shop's crews, but no agreement was reached which would apply to all the foundries. At one of the interviews a general price-list was brought forward by the employers which was lower than the minimum list proposed by the workmen. A strike occurred on February 25 affecting all the Boston foundries, except that of George C. Scott & Son. About 110 men left their work, and the printing offices and publishing houses of Boston were more or less embarrassed by the stopping of the electrotype foundries.

For some three weeks the Board kept itself in communication with the employers and workmen interested in this controversy, in the hope that on one side or the other would be manifested some desire for a settlement. At length, thinking that the prospect was a little more encouraging, the following note was addressed to the parties to the controversy, on March 19:—

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, March 19, 1891.

To Messrs. C. J. PETERS & SONS, H. C. WHITCOMB & Co., L. W. ROGERS, JOHN C. HEYMER & Co., GEORGE C. SCOTT & SON, PHELPS, DALTON & Co., and WILLARD H. HODGKINS, *President of the Boston Electrotypers' Union.*

GENTLEMEN:—As you are well aware, this Board has communicated with you respectively at several times since the beginning of the present controversy, with a view to such action as might appear calculated to effect a settlement.

Being now convinced that the welfare of all concerned will be promoted by a meeting of the employers and workmen for the discussion of all matters of difference, we invite the employers on the one hand, and a committee of the workmen on the other hand,

to meet this Board at No. 13 Beacon Street, Boston, on Friday, 20th instant, at 11 o'clock in the forenoon, not necessarily for arbitration, but to confer together, for the purpose of agreeing upon a settlement, if practicable.

Yours respectfully,

CHARLES H. WALCOTT, *Chairman.*

At the time appointed the employers appeared at the office of the Board, and the workmen were represented by William H. Hodgkins, Daniel W. Daly, Michael E. Ryan, William Farrend and John King.

The matters in controversy, which mainly related to wages, were fully discussed; and Mr. Heymer made a proposition stating the maximum wages which he would agree to pay. All the employers, except Mr. Peters, whose business was in some important respects different from that of the others, expressed their willingness to pay the prices named by Mr. Heymer; but this attempt failed, because Mr. Peters would not come into the arrangement proposed, and for the further reason that the prices were offered as *maximum* prices, when the union was contending for a *minimum* list.

Finally, it was proposed in writing by Mr. Scott, in behalf of his firm and of all the employers affected by the strike, that all the men for whom places could be found should return to work on Saturday or Monday next following, and that the question of wages be then left to the State Board by agreement of both sides, the decision, when rendered, to stand for one year from the date of the agreement.

After some discussion of this proposal, the committee of the workmen after deliberating by themselves, said that, as individuals, they were in favor of accepting the offer, but that in the absence of sufficient authority to do so, it would be necessary to submit the matter to their union, at a meeting to be held that day. This ended the conference.

On the following day the Board was notified that the union had rejected the proposal, at the same time thanking the State Board for the efforts made for a settlement. The employers having been informed of the result, the efforts of the Board terminated at this point. The strike drifted aimlessly until on or about April 6, when it was declared off. Most of the workmen were re-employed, but some had become obnoxious to their former employers, and their services were not desired at any price. On April 7, the employers published the following card : —

The Electrotypers' Strike.

In contradiction to a statement in a Sunday paper headed, "Electrotypers Win Fight," the undersigned, representing every electrotypes establishment in Boston, desire to inform the public that committees from the men who went out on a strike February 23, upon demands impossible to accept, visited our respective offices April 3 and 4, voluntarily and without suggestion from us, and requested the privilege of going to work again on the following Monday.

The men are to return individually, and to accept places not already filled.

The same wages will be paid as before the strike, and no promises or guarantees have been made for future advancements.

C. J. PETERS & SON,

GEORGE C. SCOTT & SON,

H. C. WHITCOMB & Co.,

J. C. HEYMER & Co.,

L. W. ROGERS,

DICKINSON ELECTROTYPE FOUNDRY.

The most careless observer of the facts in this case can not fail to perceive the mistake which was made when the fair and reasonable offer of the employers was rejected by the union. No union and no employer, however power-

ful, can afford to reject such overtures for the settlement of a practical business matter.

PRESTON B. KEITH—BROCKTON.

On March 9, the lasters, fifty-five in number, employed by Preston B. Keith at Brockton, went out on a strike. Four days later, the State Board received a formal written notice of the occurrence of the strike, and on the following day interviews were had with the employer, as well as with representatives of the workmen.

It appeared that an increase of wages had been demanded for lasting glove grain, satin oil, Casco, sheep and enameled calf. The reason given for the demand was that it was based on what other manufacturers were paying.

Mr. Keith offered to refer the matter to the State Board of Arbitration, but the proposal was declined, and a strike ordered. Thereupon the employer publicly announced his intention to run a "free shop," ordered ten Chase lasting machines, in addition to two that were already in use, and hired new men to operate them, without regard to whether they were members of the union or not.

Under these very unpromising conditions, the Board made an ineffectual attempt to bring about a conference between the parties, hoping that a settlement might in that way be effected. The employer, however, was well enough satisfied with the situation to be willing to go on in the course which he had marked out.

Mr. Keith obtained all the help needed, and the factory has been considered a "free shop" ever since.

CORNELL MILL—FALL RIVER.

On March 11, a strike occurred in the weaving department of the Cornell Mill, of Fall River, involving about 120 employees. The reasons assigned were, the discharge of a weaver named Goss, and differences about wages and meas-

urement of cuts. On March 14, and again on the 17th, the Board visited Fall River, had interviews with the management of the mill and with the secretary of the weavers' association. On the occasion of the second visit, the treasurer and superintendent of the mill met the weavers' representative in the presence of the State Board, and the whole case was talked over.

The treasurer would not consider the re-instatement of Goss, and gave his reasons for declining to do so. He denied all statements to the effect that the weavers had suffered in the diminution of their wages by reason of faulty or unfair measurement of cuts, and offered to satisfy any committee of weavers that the measurements were correct. In reply to the claims made by Mr. Connolly, the weavers' representative, that the wages on two or three items, which were specified, ought to be increased, he said that he should be willing to leave that question to any board of arbitration in Fall River, to make a fair comparison of the wages paid in his mill with wages paid in other mills in the city for similar work, making due allowance for speed, machinery and other conditions affecting the question.

At the conclusion of the conference, it appearing that the discharge of Goss would not be insisted upon as a grievance, provided the other differences could be adjusted, the Board advised that Mr. Connolly lay the results of the interview before the Executive Committee of his association, that evening; and further recommended that the treasurer's offer of arbitration be accepted without delay. The Board also expressed the hope that the treasurer's objection to taking back all the weavers who went out, would not prove an insurmountable obstacle in the way of a settlement.

The Board is informed that a committee was chosen by the weavers' association in accordance with the recommendation made, but although they called upon the treasurer and offered to appoint arbitrators, the proceedings, for some

reason not fully known to the Board, came to a standstill, and no settlement with the union was ever reached.

JACOB FOGG—BOSTON.

On March 10, most of the men employed as horse-shoers by Jacob Fogg, in Boston, went on strike, because of refusal to discharge an employee who had once been a member of the Journeymen Horse-shoers' Union, but was then, as alleged, actively hostile to the union.

The employer and representatives of his late employees met at the rooms of the Board and talked the matter over, but without result; for the employer said positively that the man complained of was a good workman, and he would not discharge him. He said further that he did not understand why his business should be interrupted by the attempt of the union to discipline one of its past members, a matter in which he took no interest.

It appeared that the committee of the union by repeated solicitations, before the strike, endeavored to induce the workman to renew his membership and conform to the rules and regulations of the association. They also asked Mr. Fogg to co-operate with them to that end, but he declined.

Other workmen were hired, some of the strikers returned, and as trade was not very brisk at the time of the strike, the interruption of the business was not long continued. After a while every forge was alive and every anvil in use. There was no settlement, the obnoxious workman remained in the shop, the strike gradually dissolved, and the protest of the union ceased to make itself heard.

CHIPMAN, CALLEY & CO.—ROCKLAND.

A strike occurred in the shoe factory of Chipman, Calley & Co., at Rockland, on March 17. The Board went to Rockland, on the 21st, and obtained the facts from the superintendent of the factory, and from the representatives

of the International Union who were conducting the strike. It was ascertained that a certain employee, who was a Knight of Labor, was obnoxious to the union machine operators, by reason of his relations to a controversy which had occurred two years earlier, in Whitman. Upon his entering into the employ of Chipman, Calley & Co., the operators refused to work with him, and demanded his discharge. The superintendent showed a disposition to discuss the matter on its merits, and offered to leave it out to the State Board; but before the executive board of the union were apprised of this, the machine operators left their work.

At the suggestion of the State Board, the superintendent met the officers of the union, at the rooms of the Board, in Boston, and after hearing both sides, the State Board expressed the opinion that the men had acted hastily in coming out, while negotiations for a settlement were yet going on between the superintendent and the officers of the union. Therefore, in accordance with the recommendations of the Board, the following course was agreed to:—

The general secretary of the union was to go to Rockland and exert his influence to persuade the workmen to return to work on the following Monday, in order to give the superintendent an opportunity to see what could be done in the premises, to obviate the difficulty. It was intimated that, unless a satisfactory settlement should be arrived at within one month, there would be another strike in the factory.

The superintendent said that, if the men resumed work, he would do all in his power to adjust the difficulty within the time named. The men returned to work, as desired, and the controversy has not since been renewed.

M. C. DIZER & Co. — EAST WEYMOUTH.

On March 30 the edge-trimmers and edge-setters employed by M. C. Dizer & Co. at East Weymouth, through

their agent, the secretary of the Boot and Shoe Workers' International Union, made written application to the Board, stating: "The firm has notified the employees in question that the firm considers the prices now paid them too high, and that the same ought to be more fairly adjusted. The employees claim that the existing prices are not unreasonable; and they say further that on or about Nov. 1, 1890, a contract was entered into by Preston Lewis, on the one hand, foreman, and duly authorized thereto by the firm, and said employees on the other hand, by the terms of which agreement the existing prices were to remain in force for one year from Nov. 1, 1890. The firm denies that such an agreement was made."

This application having been laid before the firm, they declined to join in the proceedings by signing the paper as it then stood, because it did not state the whole controversy. The firm, however, expressed a willingness to submit the question, whether a contract has been made as alleged, if, provided a contract should not be proved, they could have, in the same case and on the same application, a decision of the State Board as to the prices that ought in fairness to be paid. No agreement was reached, at this time, for the reason that the representative of the workmen did not feel authorized to submit to arbitration anything except the question of contract.

Both parties were requested to meet with the Board on the following day. At the time and place appointed, the firm met the executive committee of the International Union, who said that, while it would not be denied that a few items on the list presented by the firm were relatively too high, they, nevertheless, relied upon the contract which had been made, as they alleged; and in that view of the case, they could not consent "to open the whole price-list."

At length it was arranged that the committee of the union should take the list submitted by the firm and give it their

careful consideration, with a view to adjusting any inequalities which might be pointed out, and to make such concessions as ought, in equity, to be allowed, and such as would enable the employees to continue the amicable relations which existed between them and the firm. The conference was then adjourned to April 9, in the hope that in the interval the parties would compromise their differences.

On April 9, however, the parties were no nearer agreement than they were before. The union offered to submit the question of prices for Goodyear welts, samples and cork soles, but the firm declined this, saying that they would like to submit the whole matter in dispute to the State Board. The committee said finally that they would confer again with the local union, in East Weymouth, and report to the Board at an early day.

Four days later, information was received that the employees had decided to submit the question of prices to the State Board, as well as the question of contract. Accordingly on April 15, a formal application was signed and presented by the firm, alleging that "the firm claims that the prices paid by them for setting and trimming edges are higher than the prices paid by their competitors, for the same grade of work, and ought in fairness to be reduced, substantially in accordance with a list submitted herewith. The employees deny that the present prices are too high, when all the circumstances are considered. They also claim that in November, 1890, an agreement was entered into by and between the foreman and employees, by the terms of which it was agreed that the existing prices should be continued in force for the term of one year from November 1, 1890; and that the foreman was duly authorized to make such contract. The firm denies that any such contract was made."

The application was promptly laid before the employees interested, but it was not returned with the necessary signatures until May 11. Two hearings were had at East Wey-

mouth, and an investigation of prices paid in other shoe factories was entered upon by the Board, aided by two expert assistants, one nominated by each party to the controversy.

The following decision was rendered on July 9.

In the matter of the joint application of M. C. Dizer & Co., of East Weymouth, and their employees.

PETITION FILED MAY 11.

HEARING, JUNE 8, 12.

The questions presented by this case relate to prices to be paid for trimming and setting edges, in the factory of M. C. Dizer & Co., at East Weymouth.

It was claimed in the application and at the hearing, in behalf of the employees, that in November, 1890, an agreement was entered into between the foreman and the employees, by which the firm became bound to pay the existing prices during one year from Nov. 1, 1890. The firm and the foreman deny that any such agreement was made for any fixed time. It was necessary for the Board to dispose of this question in one way or the other before proceeding to consider the changes desired by the firm, and the Board is of the opinion that the evidence adduced at the hearing was not sufficient to prove that the firm agreed to let the prices stand for any stated period.

Coming to the question of prices to be paid hereafter, the Board upon careful consideration recommends the following:—

Trimming Edges.—Busell or Corthell Machine.

| | Per Doz. Pairs. |
|--|-----------------|
| Pegged and nailed boots, | \$0 15 |
| Machine-sewed, bevelled or square, | 15 |
| Pump soles, | 15 |
| Machine-sewed, three-sole, | 16 |
| Cork-soles and double-deckers, | 16 |
| Wardwell stitched to heel, | 22 |
| Wardwell stitched aloft to heel, | 22 |
| Hand-sewed, | 25 |
| Goodyears, | 25 |

Office samples, per pair 5 cents.

Customers' samples, per pair 4 cents.

Setting Edges.—Union Edge Setting Machine.

| | Per Doz. Pairs. |
|--|-----------------|
| Three-sole and police goods, | \$0 15 |
| Cork-soles, | 15 |
| Double-soles, Wardwell stitched to heel, | 15 |
| Tap-sole goods, | 15 |
| Double-deckers, | 12 |
| Hand-sewed, set twice, | 24 |
| Goodyears, | 15 |
| Office samples, per pair 6 cents. | |
| Customers' samples, per pair 3 cents. | |
| All other goods, 12 cents per doz. pairs. | |

The above prices for setting are intended to cover blacking the edges. In other respects, however, the above prices are based upon the work as it is now done in this factory.

Result. The decision was acquiesced in by all parties concerned.

RICE & HUTCHINS — BOSTON.

A joint application was presented by Rice & Hutchins and the men employed at treeing boots in their Boston factory. The work was done by hand, and higher wages were sought by the workmen.

After a full consideration of the case in all its bearings, the following decision was rendered on May 22 : —

In the matter of the joint application of F. A. Page, representing Rice and Hutchins, and the workmen employed at treeing in the firm's Boston factory, represented by Robert T. Kernachan.

PETITION FILED April 13, 1891.

HEARING, April 16, 20.

The application in this case presents a claim on the part of the employees for an advance in wages for treeing boots and shoes by hand. The firm contends that the present prices are high enough, in comparison with the prices paid by their competitors, some of the prices being, as is claimed, too high. The case, however, as submitted to the Board on both sides, presents simply the question whether any of

the items submitted shall be raised, and, if so, what shall the new price be. The Board is not asked to reduce any item on the list, but simply to consider the claim for an increase.

Having fully considered the case, the Board recommends the following list of prices for the factory in Troy Street, Boston : —

| <i>Boots.</i> | | | | | | | | | | Per Doz. Pairs. |
|--|---|---|---|---|---|---|---|---|---|---|
| Stogas, 17 and 18 inches, | . | . | . | . | . | . | . | . | . | \$0 75 |
| Stogas, 19 and 20 inches, | . | . | . | . | . | . | . | . | . | 80 |
| Stogas, 22 inches, | . | . | . | . | . | . | . | . | . | 85 |
| All standing grain, | . | . | . | . | . | . | . | . | . | same prices as now paid for standing grain. |
| Curtis boot, standing or flat, | . | . | . | . | . | . | . | . | . | 70 |
| Men's split plow boot, | . | . | . | . | . | . | . | . | . | 50 |
| Men's grain plow boot, | . | . | . | . | . | . | . | . | . | 85 |
| Men's wool-lined opera boot, | . | . | . | . | . | . | . | . | . | 80 |
| Michigan drivers, | . | . | . | . | . | . | . | . | . | 75 |
| Strap river boots, | . | . | . | . | . | . | . | . | . | extra 05 |
| Ordinary samples of boots, per pair 9 cents. | | | | | | | | | | |
| Store samples of boots, per pair 12 cents. | | | | | | | | | | |

| <i>Shoes.</i> | | | | | | | | | | |
|---------------------------------------|---|---|---|---|---|---|---|---|---|-----|
| Bluchers, split, | . | . | . | . | . | . | . | . | . | 18 |
| Bluchers, kip, | . | . | . | . | . | . | . | . | . | 22 |
| Plow shoes, split, | . | . | . | . | . | . | . | . | . | 18 |
| Oxfords, kip, | . | . | . | . | . | . | . | . | . | 21 |
| Workmen's, | . | . | . | . | . | . | . | . | . | 18 |
| Pedros, | . | . | . | . | . | . | . | . | . | 18 |
| Creedmores, split, | . | . | . | . | . | . | . | . | . | 18 |
| Creedmores kip, | . | . | . | . | . | . | . | . | . | 22 |
| Drivers, | . | . | . | . | . | . | . | . | . | 22 |
| Plymouth Rock Creedmores, | . | . | . | . | . | . | . | . | . | 19½ |
| Grain, | . | . | . | . | . | . | . | . | . | 09 |
| Samples, per hour, 30 cents. | | | | | | | | | | |
| Shoes, boot-treed, extra 50 per cent. | | | | | | | | | | |

All new work not herein provided for to be settled by agreement.

Result. The decision of the Board was received and acquiesced in by all concerned.

PAINTERS AND DECORATORS — BOSTON.

On April 13, a general strike for \$3 a day, and eight hours on Saturday, was entered upon by the organized painters and decorators of Boston and the immediate vicinity. Some members of the craft vigorously opposed the strike, but about 800 men took part in the demonstration.

On the day of the strike, a committee of the striking workmen called at the rooms of the Board and gave notice in writing that the strike had occurred, and requested the Board to interpose as mediator, with a view to effecting a settlement.

On the 16th, the Board sought and obtained an interview with the secretary of the association of master painters, but no progress was made towards effecting a settlement.

From the beginning, a serious dissension had been apparent in the ranks of the union workmen, in the face of which it was idle to expect very much success from the strike. No desire for a settlement was shown by the master painters, men began to return to work here and there, and after drifting along for ten days to no purpose, the strike was declared off by the following vote which was passed unanimously at a meeting of the striking workmen, on April 23.

“ Voted, That, in view of all the circumstances, it is inexpedient to prolong the present controversy with the master painters; and, having placed our case in the hands of the State Board of Arbitration, the strike is hereby declared off, in the hope that there will yet be an opportunity and a disposition on the part of the employers to do us the justice for which alone we contend.”

W. N. FLYNT GRANITE COMPANY — MONSON.

On April 7, about 45 men, employed as drillers on the works of the W. N. Flynt Granite Company, at Monson, went on a strike because of opposition to an overseer. The strike necessarily deprived the cutters of work, and lasted about

two weeks. At the end of that time, the men returned to work, and subsequently matters were adjusted amicably. During the pendency of the controversy, a letter addressed to the company, asking for information concerning the trouble and offering the services of the Board, was courteously acknowledged; the Board was informed that unless matters were satisfactorily adjusted, a further communication would be sent, but that there was a fair prospect of an early settlement.

The Board heard nothing further of the affair, and doubtless a satisfactory agreement was made.

SANBORN & MANN — STONEHAM.

The following decision was rendered on July 6: —

In the matter of the joint application of Sanborn & Mann, of Stoneham, and the lasters in their employ.

PETITION FILED MAY 18.

HEARING, MAY 26.

In this case the Board is asked to recommend prices to be paid in the factory of Sanborn & Mann, at Stoneham, for lasting shoes by the Consolidated Hand Method Lasting Machine. After due consideration, the Board recommends the following prices: —

| | Per 60 Pairs. | |
|--|---------------|------------|
| | Drawing Over. | Operating. |
| Men's, Boys' and Youths', | \$1 35 | \$0 70 |
| Split or Fargo tips, extra, | 05 | |
| Women's Button, | 90 | 45 |
| Women's Polish, | 85 | 45 |
| Misses' Button, | 85 | 40 |
| Misses' Polish, | 80 | 40 |
| Children's Button, | 80 | 35 |
| Children's Polish, | 75 | 35 |
| Goat, grain, buff, and patent leather tips, extra, | 05 | |
| Fargo tips, extra, | 05 | |

Result. The decision was received and acquiesced in by all parties concerned.

QUARRYMEN AND DRILLERS — MILFORD.

On May 15, the men employed in Milford, as quarrymen and drillers, struck for \$2 a day for quarrymen, \$1.80 for hand-drillers:— nine hours to constitute a day's work for five days in the week, and eight hours on Saturday, without reduction of pay. About two hundred men were involved in the strike; and when the stock of granite then on hand should have been used up, about one thousand workers would become idle.

On May 28, the following statement of facts was published by Darling Brothers, one of the firms affected by the strike:—

Inasmuch as an issue has been raised by the quarrymen against their employers in the granite industries of Milford, an issue which is liable to affect the prosperity of all the industrial enterprises of the town, we are willing to place before the public such information as will make clear the situation, so that everyone can judge whether, as employers, Norcross Brothers, Darling Brothers and the Milford Pink Granite Company have not met their employees in a fair spirit and upon an equitable, reasonable and just basis. During the last week of April, we received the following demand from Quarrymen's Union No. 40, to take effect within three weeks:

MILFORD, MASS., 1891.

MESSRS. DARLING BROTHERS.

DEAR SIR:— We present the following bill of prices adopted by Branch No. 40 of the Quarrymen's National Union of Milford and vicinity, April 21, 1891.

1st, That on and after May 15, 1891, all average

quarrymen to receive, \$2 00 per day.

2d, Hand drillers receive, 1 80 per day.

3d, Powder handlers receive, 2 25 der day.

4th, Steam drill runners, 2 25 per day.

5th, Men key lewising, 2 15 per day.

6th, Nine hours to constitute a day's work for five days
of the week and eight hours on Saturday.

7th, That men be given time to get out of quarry before
touching fuse.

8th, That none but union men be employed.

- 9th, For breakers to receive, \$2 25 per day.
10th, This bill to remain in force to May 1, 1892; any
changes to be made by either party, two months'
notice to be given.

Signed for the Branch.

Signed for the Company.

The Branch has appointed a committee to confer with the employers on the foregoing bill of prices at any time or place they may designate.

Trusting that good feeling will prevail, and that matters may be satisfactorily adjusted.

THOMAS BOYLE,
THOMAS J. CONNERS,
JOHN SULLIVAN,
Committee.

A similar notice was received by Norcross Brothers and the Milford Pink Granite Company.

Previous to this time, the prices paid first-class quarrymen was twenty cents an hour, with no reduction for Saturday when only eight hours were worked. To the above demand we sent the following reply:—

MILFORD, MASS., May 12, 1891.

Messrs. JAMES BOYLE, THOMAS J. CONNERS and JOHN SULLIVAN.

GENTLEMEN:—Replying to your communication of recent date relative to prices to be paid to our quarrymen for the coming season, we have to say: We have considered this matter thoroughly and have decided to pay 22 cents per hour for competent, skilled quarrymen, this being the maximum price; for quarrymen not first class we propose to pay such prices as their services are worth to us; those quarrymen not considered under the 22 cents per hour head, will receive an addition to their present rate of wages, pro rata to above; in all cases under this raise of price, we shall pay strictly by the hour, that is, for the actual number of hours worked.

Respectfully yours,

DARLING BROTHERS.

Substantially the same reply was sent to the committee of quarrymen, we are informed, by Norcross Brothers and the Milford Pink Granite Company, which was a concession of a ten per cent. increase to all classes of quarrymen over the old prices. On May 14, our quarry office in Milford was visited by a delegation from

the quarrymen, who made the following demand, which was taken down in writing as given : —

QUARRY OFFICE, MILFORD, MASS. May 14, 1891.

DEMAND OF QUARRYMEN.

Steam drillers and breakers to have 25 cents per hour; steam drillers to be paid the actual time they work, and the remainder of the time to be paid the same as quarrymen.

Drillers to be paid 20½ cents per hour.

Quarrymen to be paid 23 cents per hour.

All men to be union men.

Lewisers to be paid the same as quarrymen, 23 cents per hour.

Two (2) apprentices to every gang of quarrymen and drillers.

On the next day, May 15, the quarrymen abandoned their positions, notwithstanding our proposition, which offers to them a higher price than is paid in any quarry with which Milford stone comes in competition. Our concession of ten per cent. increase over former wages is a greater advance than was asked and granted our cutters, April 1.

This bill of prices advances the cost of producing stone in Milford beyond that of any granite produced in New England, and perils the prosperity and progress of the entire industry in the town.

The prices at which we are obliged to figure to secure work will not warrant further concession, and farther we shall not go. If the quarrymen of Milford are not disposed to accept the increase of ten per cent. which we offered, we shall feel obliged to take steps to fill their places from other sources, and shall ask the co-operation of fair-minded men of Milford in securing that end.

DARLING BROTHERS.

On the day following the publication of the foregoing statement, the full Board went to Milford, for the purpose of inquiring into the circumstances of the case, and to bring the parties together, if it could be done. The Board at first called upon the chairman of the selectmen, Mr. A. A. Taft, who introduced Mr. Z. C. Field, chairman of a committee chosen at a meeting of business men, with instructions to do all in their power, in the interest of all the citizens, to effect a settlement of the strike.

Both gentlemen expressed an interest in the matter, and a willingness to co-operate with the Board in attempting to effect a settlement. The members of the employing firms were not in town on that day, and for that reason the Board was unable to see them personally, but their attitude towards the strike was ascertained with sufficient accuracy.

The Board then had an interview with the workmen, and it was learned that their agent was then conducting negotiations with the several firms, and that there was reason to expect an amicable solution of the trouble at an early day. Accordingly, after explaining carefully the duties and functions of the State Board, as mediators and arbitrators, and giving some advice of a general nature calculated to expedite a settlement, the Board withdrew under an assurance that due notice would be given of the result of the negotiations that were going on.

On June 3, these efforts resulted in an agreement which ended the strike, and the men after being idle about two weeks, returned to work at an advance of ten per cent. Later in the month, in reply to a request from the State Board, the following letter was received from the representative of the Quarrymen's Union:—

QUARRYMEN'S NATIONAL UNION, U. S. A.,
AFFILIATED WITH THE AMERICAN FEDERATION OF LABOR,
HEADQUARTERS NATIONAL UNION SECRETARY.
QUINCY, MASS., JUNE 24, 1891.

To the State Board of Arbitration,

GENTLEMEN:—In answer to your request as to the result of the Quarrymen's strike in Milford, I would say that the men resumed work, after being out two weeks, on the basis of a ten per cent. advance which was offered previously by the employers, but in such a manner that the quarrymen felt as though there was not a fair recognition of the Branch, as there was no call for the committee which the Branch stated was ready to meet the employers to arrange matters, also the wording of the communication which was sent by the employers which led the quarrymen to believe that

none but the most skilled would receive 22 cents per hour. They were demanding 23 and finally came down to 22½ and upon my advice, after investigation, they accepted the ten per cent. advance all round.

The union is recognized, the agreement being signed by the firms ; and harmony prevails, everything moving along smoothly. I trust this statement will be satisfactory.

Thanking the Board for their efforts in behalf of conciliation between employer and employee, I am,

Respectfully yours,

JOHN J. BYRON, Q. N. U. Sec.

J. W. THOMPSON & Co. — MEDWAY.

On May 23, a strike occurred in the shoe factory of J. W. Thompson & Co., at Medway, arising out of a desire of the firm for lower prices for stitching on flat and cylinder vamping machines, and for work on the Union edge-setting machine.

Formal notice of the controversy was first received by the Board on May 28, and on June 4, both firm and employees signed a joint application requesting the Board to fix prices for the above-mentioned work, the Board's prices to take effect from July 8, the time when work was to be resumed.

The Board took under consideration the items submitted, and on July 6, the following decision was rendered : —

In the matter of the joint application of J. W. Thompson & Co. of Medway and their employees.

PETITION FILED JUNE 4.

HEARING, JUNE 11.

The Board is asked in this case to fix prices to be paid in the factory of J. W. Thompson & Co. of Medway for stitching vamps (dry thread) and for setting edges. Upon due consideration, the Board recommends that the following prices be paid in the factory of this firm at Medway.

Congress, Button or Balmorals.

| | Per 24 Pairs. |
|--|---------------|
| Vamping, Singer cylinder, 18 stitches to inch, | \$0 60 |
| Vamping, Singer cylinder, 8 rows, 18 stitches to inch, | 80 |
| Vamping, scalloped, 1 row, 28 to a pair, extra, | 25 |
| Vamping, Merrick machine, two-needle, 14 stitches to inch, | 24 |
| Vamping, Singer machine, flat, third row, 14 stitches to inch, extra, | 13 |
| Vamping, Singer, flat, button or balmorals, 16 stitches to inch, | 36 |
| Vamping, Singer, flat, congress, 16 stitches to inch, | 32 |
| Setting edges, union machine, one setting and blacking included, | 28 |

Result. The decision was accepted and acted upon by all persons concerned.

ARLINGTON MILLS—LAWRENCE.

About one hundred wool-sorters employed in the Arlington Mills, at Lawrence, struck on May 25, to enforce a demand of their union for higher wages.

On June 1, the Board went to Lawrence, and had an interview with the superintendent of the mills, and learned in a general way of the claims made by the workmen. On the following day, the Board called upon the treasurer of the mills, at his office in Boston and were assured by him that the workmen should be reinstated; that thereupon a committee of the wool-sorters should call upon Messrs. Redford and Hartshorn, representing the mills, and agree upon a price-list; and that if a price-list thus agreed upon should not subsequently give satisfaction to the wool-sorters, he would, after fair trial made, modify it so as to enable them to earn as much as they had earned before the strike.

On the next day, the Board went to Lawrence and were met by a committee of the wool-sorters, who expressed a purpose and desire to see the managers of the mills. The merits of their demands were discussed at length with the Board, and they were further encouraged to call upon

the officers of the corporation, upon being told of the reasonable attitude assumed by the treasurer. The Board then called at the office of the mills, saw the agent and the superintendent, and made arrangement for a subsequent interview between them and a committee of the workmen, on the afternoon of the same day, for the purposes suggested by the treasurer.

It was subsequently ascertained that the proposed meeting took place, and at another subsequent meeting prices were agreed to for sorting three grades of wool, which materially increased the wages above what had formerly been paid in these mills, and the men thereupon returned to work.

By this strike the wool-sorters lost \$2,600 in earnings, and the mills were necessarily embarrassed to some extent.

If, instead of striking, under the smart of injustice or what was deemed unjust, the workmen had appealed to the State Board without leaving their work, there can be no doubt that the same concessions would have been granted, rather than have a strike precipitated. The cost to the workmen would have been nothing. There would have been no loss in the production of the mills, and no harsh feelings to be worked off subsequently, whenever there might be an opportunity.

HOUGHTON, COOLIDGE & Co. — ASHLAND.

The following decision was rendered on June 27 : —

In the matter of the joint application of Houghton, Coolidge & Co., of Ashland, and the lasters in their employ.

PETITION FILED JUNE 12.

HEARING, JUNE 18.

In this case the Board is asked to determine what price shall be paid for stitching vamps on the Merrick three-needle machine.

After hearing the parties and giving the matter full

consideration, the Board recommends that in the factory in question the firm pay for this work at the rate of twelve cents per dozen pairs.

Result. This decision was accepted and adopted by the parties concerned.

SEWER LABORERS — MARLBOROUGH.

On June 12, the Board received a joint application in writing, signed by John Dalton, as clerk of the sewer committee of the city of Marlborough, and by the Rev. P. A. McKenna, representing the laborers employed by the city in the construction of a system of sewers. The substantial parts of the application were as follows : —

“The laborers are paid 15 cents, 17 cents and 20 cents per hour, instead of being paid \$1.50, \$1.75 and \$2 per legal day of nine hours, as they claim they ought to be. They have sent in petitions several times to that effect, urging that they receive the benefit of the law, and protesting against what they consider its evasion, since they receive respectively \$1.35, \$1.58 and \$1.80 per day of nine hours. The Sewerage Construction Committee of twelve members were, each time of the hearing, evenly divided, — six in favor of the laborers’ demand and six opposed to it.

“At a mass meeting in City Hall, held June 8, a committee of six citizens were appointed to meet the Sewerage Construction Committee and urge that the demands of the men be acceded to; and in case of a failure of settlement, that the State Board of Arbitration be immediately appealed to.”

It was further agreed at the hearing and made part of the joint application “That the State Board shall fix a fair day’s pay for pipemen and ledgemen.”

A public hearing was heard at Marlborough, and, after due consideration, the Board rendered the following decision on June 25 : —

In the matter of the joint application of the Sewerage Construction Committee of the city of Marlborough, and the laborers employed by the city in building sewers.

PETITION FILED JUNE 12.

HEARING, JUNE 15.

This case presents the question of what wages, under all the circumstances, the city of Marlborough ought to pay to the laborers employed by the city in building its sewer system. This work was begun last year, in accordance with a vote of the town and a special act of the Legislature. The town was then paying substantially all its laborers on the highways the sum of two dollars per day of ten hours, only about five per cent. of those employed receiving any less. When the sewer work was entered upon, the greater portion was let out on contract. A part, however, was retained, to be constructed by the citizens of Marlborough, and on this part laborers were employed by the city, and were paid at the rate of two dollars per day till the end of the year. In January, 1891, Marlborough became a city, and on the first of the same month, the following act, passed by the Legislature of 1890, took effect.

[STATUTE 1890, CHAPTER 375.]

AN ACT CONSTITUTING NINE HOURS A DAY'S WORK FOR ALL LABORERS, WORKMEN AND MECHANICS EMPLOYED BY OR ON BEHALF OF THE COMMONWEALTH OR ANY CITY OR TOWN THEREIN.

SECTION 1. Nine hours shall constitute a day's work for all laborers, workmen and mechanics now employed or who may be employed by or on behalf of the Commonwealth of Massachusetts or any city or town therein and all acts and parts of acts inconsistent with this act are hereby repealed.

SECT. 2. This act shall take effect on the first day of January in the year eighteen hundred and ninety-one.

In April last, the city committee charged with the construction of sewers, made an effort to bring about a change and to establish payment by the hour, at the rate of 20 cents

and 15 cents, leaving it optional with the men whether they would work nine or ten hours in a day. The men elected to work nine hours, but there seems to have arisen a misunderstanding or failure to agree on the question of wages. The city committee then graded the men in three classes, according to the difficulty of the work or the skill required, and it was proposed by some of the committee to pay them respectively 15 cents, 17½ cents and 20 cents per hour, or \$1.35, \$1.58 and \$1.80 per day of nine hours, paying for eight hours on Saturday as for a full day of nine hours. The workmen objected to this proposition, and claimed the benefit of the shorter day established by law of the State, without any diminution of their earnings. When the matter came to a vote in the city's committee, there was a tie, and the question has remained undecided ever since.

The Board has been appealed to by all parties directly interested, and is asked to say (1) How and to what extent is the nine-hour law mandatory upon the Marlborough city government, with reference to the question here presented? and (2) What under all the circumstances of the case, and with proper regard to the nine-hour law, is it fair that the city should pay its own citizens employed in building the sewers?

A public hearing has been had at Marlborough, and all parties interested have had an opportunity to be heard. After careful consideration, the conclusions of the Board are :

1. That the St. 1890, c. 375, was intended to establish a nine-hour working day for men employed by a city or town on work like the sewer work of Marlborough. The Board does not, however, understand that the law was intended to prevent a workman from working more hours, if for any reason he prefers to do so, nor does it appear that any of these workmen have been required to work more than nine hours per day.

2. That the grading of the workmen into three principal

classes, with an additional grade of pipe-men and ledge-men, was not objected to, at the hearing, by the workmen, and the Board assumes that that classification will stand substantially as it has already been applied in practice.

3. That wages shall be paid by the day, as was the practice before the nine-hour law took effect, at the rate of \$1.50, \$1.75 and \$2.00 per day of nine hours for the pick-and-shovel men in the three principal grades; the pipe-men and ledge-men to receive \$2.25 per day of nine hours. It is understood that eight hours will continue to be a day's work on Saturday, the same as heretofore.

4. By agreement of parties at the hearing, this decision is to take effect from the fifteenth day of June, 1891.

Result. The Board's decision settled the matters in controversy, and was acquiesced in by all concerned.

C. D. PECKER & CO. — LYNN AND GREAT FALLS.

The following decision was rendered on September 8:—

*In the matter of the joint application of Charles D. Pecker & Co.,
of Lynn, and their employees.*

PETITION FILED JULY 31, 1891.

HEARING, AUGUST 5, 11.

The questions submitted to the Board for decision in this case have arisen from the fact that the firm has separated the cheap grade from the better grade in its Great Falls Factory, and has sought to establish a lower scale of wages for bottoming, on the cheap grade of work. The cheap grade is designated in this factory by a red tag—the higher grade by a yellow tag. The firm has also adjusted the price-list for the yellow tag work, raising some items and lowering others, with a view to making the list fairer as a whole. Both lists have been submitted to this Board for revision and change, if, upon a fair comparison with competitors, and all the conditions being regarded, it should be found that any of the items ought to be increased. The firm has

not asked for a reduction of any item in the lists submitted to the Board as now in operation in the factory; so that, with the Board, it is merely a question of reporting the firm's figures or something higher. Many of the items agreed to by the parties are included in the Board's lists for convenience.

Having heard the parties, and after such investigation into the subject as seemed to the Board necessary, the following lists are recommended for the Great Falls factory, the prices here given to take effect by agreement of parties from July 23, 1891, and to remain in force until Sept. 1, 1892, unless sooner terminated by either party by notice in writing to be given to the other party, stating that, at the end of sixty days from the giving of the notice, the party notifying will cease to consider the decision binding.

| | Per case of 60 Pairs. | |
|---|-----------------------|----------|
| | Yellow Tag. | Red Tag. |
| McKay stitching, | \$0 35 | \$0 30 |
| Beating out, Bresnahan lever machine, | 30 | 25 |
| Beating out, Bresnahan lever machine, spring heels, | 40 | 35 |
| Randing out by hand, shanks and foreparts, | 20 | 15 |
| Nailing and shaving, McKay machine, | | 40 |
| Nailing and shaving, automatic machine, | 45 | |
| Nailing, Rapid machine, | 35 | |
| Nailing toplifts, three nails, by hand, | | 10 |
| Nailing toplifts, three nails, wire-grip machine, | 07½ | |
| Nailing spring heels, wire-grip machine, | 17½ | 16 |
| Shaving heels, Smith machine, | 30 | |
| Scouring heels, Emerson machine, | 21 | 17 |
| Breasting heels, | 10 | 09 |
| Trimming edges, Busell machine, | 30 and 35 | 28 |
| Trimming edges, Busell machine, spring heels, | 85 | 80 |

Setting Edges. — Set Once, Blacking Included.

| | | |
|--|------------|----|
| Setting edges, Dodge machine, | .40 and 45 | 35 |
| Setting edges, Dodge machine, fair stitch or Scotch edge, | .45 and 50 | 40 |
| Setting edges, Dodge machine, spring heels, | 90 | 85 |
| Setting edges, Dodge machine, spring heels, fair stitch or Scotch, | 95 | 90 |
| Setting edges, Union machine, | 55 | |

| | Per case of 60 Pairs. | |
|---|-----------------------|----------|
| | Yellow Tag. | Red Tag. |
| Setting edges, Union machine, yellow or Scotch edge, . | \$0 60 | |
| Setting edges, Union machine, fair stitch, | 60 | |
| Setting edges, Union machine, spring heels and fore- | | |
| parts, | 1 05 | |
| Setting edges, Union machine, fair stitch or Scotch, . | 1 10 | |
| Setting edges, Union machine, Goodyear welts, . . | 95 | |
| Blacking heel-seats, | 02½ | \$0 02½ |
| Buffing foreparts, shanks and top pieces, Emerson | | |
| machine, | 30 | 25 |
| Relasting, | 15 | |
| Putting on Scotch edge, | 20 | 18 |
| Randing heel-seats, McKay machine, | | 06 |
| Randing heel-seats, Smith machine, | 10 | |
| • Burnishing heels, single Tapley machine, black once, | | |
| burnish twice, on lasts, | 50 | |
| Burnishing heels, single Tapley machine, black once, | | |
| burnish twice, off lasts, | 40 | |
| Burnishing heels, twin Tapley machine, black twice, | | |
| burnish once, | | 30 |
| Burnishing heels, single Tapley machine, whole stock, | | |
| on lasts, | 50 | |
| Burnishing heels, single Tapley machine, whole stock, | | |
| off lasts, | 40 | |
| Burnishing heels, single Tapley machine, whole stock, | | |
| Goodyear and hand turns, | 50 | |
| Heel-beading by machine, | 10 | 10 |
| Taking out lasts, | 08 | |
| Hard bottom finish, first coat, | 15 | 15 |
| Hard bottom finish, second coat, | 15 | 10 |
| Hard bottom finish, three coats and filled centre, . . | 40 | |
| Hard bottom finish, Cincinnati, | 40 | |
| Cleaning bottoms, Naumkeag machine, | 10 | 08 |
| Lining and tying, cloth bottom-lining, | 12 | 12 |
| Lining and tying, kid bottom-lining, | 20 | |
| Cleaning uppers, | 10 | 09 |
| Gumming on, fair stitch, | 10 | |
| Bottom finishing per day, \$2.25. | | |
| Samples, all parts on which extra work is required, 40 per cent. extra. | | |

Except as provided above, the foregoing prices are to apply whether the work is done on or off the lasts for yellow tag work ; the prices for red tag work, off the lasts only.

Result. The decision was accepted and practically applied by all parties concerned.

RICE & HUTCHINS — BOSTON.

On August 25, 1891, the Board gave a hearing on the joint application of Rice & Hutchins and their lasters represented by William H. Marden.

F. A. Page, superintendent, appeared for the firm, and complained that the Lasters' Union had recently introduced a stint into the firm's Boston factory on Troy Street ; that until a short time prior to the date of the application, the lasters had done thirty dozen pairs a day on the McKay-Copeland Machine — three men to a machine, and working ten hours. There were three machines and also twenty hand-lasters. All at once the machine lasters left their work at 4.30 o'clock after having done twenty-seven dozen pairs and claiming that that amount was a fair day's work. Mr. Page told them that unless they could stay at work until six P.M. they need not come at all. They then remained at work until six o'clock, but doing only twenty-seven dozen. A little later on they began to leave at 4.30 again, although the factory was full of orders and the superintendent anxious to get the work along as fast as possible. The men said they were willing to do as the superintendent wished them to do, but that the union restricted them to a stint.

Mr. Marden, for the workmen and union, said that he could not of his own knowledge say that the union had prescribed any stint for this factory — although Mr. Page's statement might be true — that he did not believe in stints, and, if a manufacturer were driven, he thought the men ought to do all in their power to help him out. But he said

that in Natick, North Brookfield and other places, the men did only twenty-five dozen a day on this machine, while Mr. Page's men were doing twenty-seven dozen.

Mr. Page said that he understood that it was true that the stint in other shops was twenty-five dozen.

The application did not state any question or issue for the Board to decide; but towards the end of the discussion, Mr. Page said that although he disliked the idea of having any stint in his shop, he must insist upon a fair day's work for ten hours, and would ask the Board to say how many pairs the men ought to do in that time. Mr. Marden thought that this would be beyond the province of the Board; but the Board was of the opinion that, while it would not be proper to take up that question under the present application, if, upon further consideration, Mr. Page wished to present that question for the consideration of the Board, upon a new application and in such a manner that the union and workmen might be fully informed of the question to be submitted, the Board would entertain the case. It was suggested, however, that in the mean time there be a conference between the superintendent and Mr. Marden or the workmen interested. Mr. Page expressed his intention of asking the Board to decide upon the amount of work, stating his conviction that the union was hostile to the machines, and would not let the men do a fair day's work on them.

The hearing was then closed.

CHICK BROTHERS — HAVERHILL.

The Board was called to Haverhill on September 1, upon a representation that a controversy existed between the firm of Chick Brothers, shoe manufacturers, and the local unions, which, if not settled, threatened to involve many other shops in that city. The Board called at the factory and had a long interview with Mr. Chick, one of the firm.

He stated that the trouble had been over a price-list for

cheap and medium shoes, averaging about ninety cents a pair. The former price-list was to run out on July 1, 1891; and as early as January last, the firm proposed to the unions that a price-list should be agreed to for another year. Many interviews were had with Mr. Rogers, the agent of the local shoe council, but no agreement was arrived at. Mr. Chick said that the firm did not wish to cut any one down, but neither could they agree to any advances. They did, however, express their willingness to make their factory a union shop throughout and employ none but union workmen. After waiting until August for the union to make some agreement with them, the firm at last determined to strike out a course for themselves, and, on Saturday, August 22, all their employees, about three hundred in number, were discharged. They were told at the same time that the firm had nothing against them, and those who chose might come in, on Monday morning, with the understanding that the price-list which had previously been in force in the factory would remain in force for one year from that time. On Monday some of the employees in each department returned, the factory started up and continued to run, although fewer hands were needed than would have been the case had the market been more active.

Mr. Chick said that if the secretary of the International Union had kept his appointment with him, no doubt a settlement might have been agreed upon before the firm took the decisive step referred to; that now it was too late to talk with the union, or treat with them, either directly or through the State Board, for the reason that there was now nothing to be settled. The firm had all the workmen they wanted, and would not under any circumstances discharge any, in order to make room for others.

Mr. Chick said further that, if a proposition to leave the price-list to the State Board had been seasonably suggested, the firm would have been very glad to agree to that means

of reaching a solution of the difficulty ; but now he did not wish to re-open the discussion, although he was perfectly willing to present the Board with all the facts.

Afterwards, on the same day, an account of this interview was given by the Board to the executive committee of the shoe council, but no further action was suggested by any one with a view to a settlement, for the reason that, from the manufacturers' point of view, there was nothing to be settled.

BARNABY MILLS — FALL RIVER.

On September 2 the weavers employed in the Barnaby Mills, Fall River, about 182 in number, struck for higher wages on three classes of work, or—from the workers' point of view—it was a strike against a reduction from the former prices. Several committees called upon the treasurer, but were unable to obtain any information as to what course he intended to pursue, in case the weavers should return to work.

On September 21, the State Board, being of the opinion that something might be done towards effecting a settlement, visited Fall River and called upon the treasurer. He declined to say in advance what he would do or would not do, in case the weavers should decide to return to work, but the impression was received that if the strikers should be induced to resume work, he would take into consideration some, at least, of their complaints. A report of the interview was thereupon given to the weavers, through their representatives, and they were requested to appoint a committee, to meet the Board on its next visit, on the 23d inst. They did so ; and at that meeting, in view of all the information obtained, the Board recommended that the committee of weavers call upon the treasurer, and, if possible, arrange matters with him by some sort of agreement. But if the attempt should prove to be ineffectual as before, they were

advised to return to their looms on the 28th of the month, stating that they did so by advice of the State Board.

Two days later, a committee called upon the treasurer, who told them that he would at any time receive a committee of his own employees, and discuss with them any grievances that might be complained of, but deprecated "outside interference;" and said that, if they should return to work on the 28th, he would then consider their grievances, if they had any.

The result of this interview having been reported to a meeting of the weavers, a member of the State Board being present, it was voted that they should return to work on the 28th, and that a committee be appointed to present to the treasurer the complaints of the weavers. This ended the strike, and the Board has since been informed that after the weavers had resumed work, some concessions were made by the management.

GEORGE H. PAGE (Hotel Langham) — BOSTON.

An application was received, on October 20, from a committee representing the waiters employed at Hotel Langham, on Washington Street, in Boston. The statement was that "the waiters demand that their wages be raised to \$30 per month; that their hours of labor shall not exceed ten hours a day on an average, or seventy hours a week in the whole; the waiters to be entitled to have every other Sunday to themselves, without reduction of wages."

The employer, having been notified of the application, said that he did not care to submit anything to arbitration, but he had no objection to meeting the committee in the presence of the State Board. Accordingly, on the 26th, there was such a meeting, Paul D. Averett, of the Boston Waiters' Alliance, and two of the hotel employees appearing to represent the waiters. Matters were fully discussed, but

time being desired for consideration, the Board suggested that the committee return to their constituents and apply for larger authority in the premises, and, having obtained this, to call upon Mr. Page on the following morning, with a view to a definite settlement of all the matters in dispute.

The Board was subsequently informed that the course pointed out was followed with good success; for the waiters received an advance in their wages, and it was arranged that, instead of Sunday, which was a busy day, they should have some other day as a holiday each week.

Both parties expressed themselves as well satisfied with the agreement, and so a difference which promised at one time to lead to a troublesome and expensive strike was amicably adjusted in a rational and business-like manner.

AUSTIN FORD & SON — CAMBRIDGE.

On October 10, a strike occurred at the granite works of Austin Ford & Son, Cambridge, the men alleging that they were resisting a reduction of wages. Six days later the Board was informed that the employees had proposed to leave the decision of the case to the State Board, but subsequently both sides agreed to leave the dispute, which had been reduced to a question of proper measurement of a stone, to a committee of three persons who were agreed upon.

This committee met promptly, and the State Board was duly notified of their decision, which was accepted as a solution of the dispute.

HARRISON LORING — BOSTON.

On the 24th day of October, a strike of about one hundred and fifty men occurred at the City Point Works of Harrison Loring, in South Boston. Comparatively little notice was taken of the demonstration, outside of the per-

sons immediately interested, until about a fortnight afterwards, when the attention of the State Board was formally directed to it.

The employers were engaged in the work of building for the United States government a steel cruiser and three tugs, and although some of the workmen returned and accepted the terms offered, yet the unsettled controversy caused so much embarrassment to the builders, that they deemed it expedient, on November 7, to notify the authorities at Washington that a strike had occurred, and that they should claim the benefit of the strike clause in their contracts.

On November 9, the Board received formal notice of the controversy from a committee of the workmen, who called by invitation of the Board at the rooms at No. 13 Beacon Street. On the following day, the Board called at the City Point Works, and had an interview with the recently employed superintendent, James Guyler, who stated the case substantially as it had been put by the men.

It appeared that, for purposes of economy and safety, it had been decided to require the outside workmen to stop working at 5 o'clock, and the employers were not willing any longer to pay the men for an hour that was practically lost, by reason of the darkness. It was also urged that there was too much danger and liability to accidents, if the men were required or allowed to leave the vessels after dark. The men were desirous of earning a full day's pay and objected to knocking off at five o'clock, because their earnings, none too great, were thereby diminished by one tenth.

Mr. Guyler expressed his conviction that the course adopted by the management was the only proper and business-like method of dealing with the question; but he could employ with advantage a larger number of men than he then had, and if the men could be induced to return, upon the terms named by him, he should be glad to welcome

them. He then exhibited the works and the yard to the members of the Board, and pointed out the places where, as he contended, the workmen would necessarily encounter great danger if they stayed at work so long as to be obliged to leave the vessels in the dark. At parting, it was suggested that he meet a committee of the workmen, at the rooms of the State Board on the next day, to which he assented; and being requested by the Board to do so, said that in the mean time he would consider the whole business afresh, with a view to making some concession that, without working any practical disadvantage to the business, might tend to facilitate an understanding with the men.

At the time and place appointed, a committee of the workmen appeared, and Mr. Guyler and Mr. Atherton Loring represented the employers. The men proposed that work during the short days should begin at 6.30 A.M. and 12.30 P.M. and leave off at 5 o'clock. The superintendent replied that, in consequence of the interview with the State Board the preceding day, he was prepared to make a better offer than had been made hitherto. Several propositions were then made and discussed, and finally an agreement was outlined, which the Board approved as fair, and was thereupon put in writing and read in the presence of both parties as a statement of their agreement. Having received the approval and assent of both parties, the agreement was filed and recorded with the records of the State Board as follows:—

At a conference had this day in the presence of the State Board of Arbitration, at which were present James Guyler, the superintendent of Harrison Loring's City Point Works, and Thomas Anderson, Michael Madden and Charles Livingstone, a committee representing the workmen who went on strike October 24, it was, after some discussion, agreed that during the short days the outside men shall come in to work in the yard at 6.30 o'clock in the morning, and at 12.30 o'clock after dinner, and shall knock off at

5 o'clock in the afternoon; and do this every working-day, including Saturday, thus working ten hours every day except Sunday. This arrangement shall continue until the days are long enough to make it advisable to return to seven o'clock and one o'clock as the hours for beginning work; and when that time shall arrive, the day on Saturday shall be nine hours again with ten hours' pay. It is also agreed that all those who are now on strike, and have not obtained employment elsewhere, shall report to-morrow morning (Wednesday) at half-past six o'clock.

The men returned to work on the next day following, and all concerned expressed the gratification caused by the prompt adjustment of the difficulty by the State Board.

PHIPPS & TRAIN — NEWTON.

A strike occurred, on November 16, of the employees of Phipps & Train of Newton, manufacturers of spun silk, occasioned by a reduction of the price paid for dressing white silk from 26 cents to 22 cents. Also for Tussah hanks it was proposed to pay $9\frac{1}{2}$ cents in place of 12 cents, and 205 lbs. per week were required of each workman, instead of 180 lbs. as formerly.

The Board was apprised of the controversy on November 20 by the workmen, but were informed at the same time that an interview had been arranged with the firm, to take place on the morrow, for the purpose of coming to an understanding, if possible. The interview took place, but nothing was accomplished; and on the 30th, the workmen gave the Board formal notice of the strike, and requested their services and counsel.

Accordingly on the day next following, the Board called upon the firm, at their place of business. It was ascertained that the business was practically at a stand-still, orders were not pressing, and the firm was convinced that the condition of trade would not warrant the re-instatement of the workmen at the old prices.

At the date of this report the controversy is still unsettled. Some propositions concerning the rate of wages have been exchanged, but nothing yet agreed to.

GOULD & WALKER — WESTBOROUGH.

On December 12, a joint application was received from Gould & Walker, shoe manufacturers of Westborough, and their employees in the stitching, bottoming and sole-leather departments.

To decide the case it will be necessary for the Board to agree upon a price-list of upwards of eighty items; and at the date of this report, the case is still under consideration.

The foregoing is respectfully submitted.

CHARLES H. WALCOTT,
RICHARD P. BARRY,
EZRA DAVOL,

State Board of Arbitration.

FEBRUARY 1, 1892.

ANNUAL REPORT

OF THE

State Board of Arbitration

FOR THE YEAR 1892.

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STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Feb. 1, 1893.

To the General Court.

I have the honor to transmit herewith the seventh annual report of the State Board of Arbitration.

Very respectfully,

BERNARD F. SUPPLE,

Clerk of the Board.

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SEVENTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

The work of this Board during the year 1892, in settling through conciliation or arbitration disputes arising between employers and employees, has been attended by success in a greater degree than in any year since the Board was established. This has been largely due to a better acquaintance with the law on the part of the public, and with the methods pursued by the Board, also to a growing sense of the wasteful inutility of strikes and lock-outs.

In three great States of the Union, during the last year, it has been found necessary, by reason of strikes and lock-outs, to invoke the aid of military force, in order to preserve the peace and to enable law-abiding citizens to pursue their callings, or to travel in their accustomed way. We, of course, can have nothing to say of the merits or demerits of the controversies which, while they lasted, were watched with anxiety by the people of the whole country. A recurrence, at frequent

intervals, of disturbances like those here referred to, cannot be contemplated with equanimity under any form of government by the people ; and, as one consequence of the interest excited by these events, the Board has received an increasing number of communications from public libraries, colleges, men prominent in official life, and leading representatives of working men, in other States, seeking information concerning our law and its practical results.

Methods of arbitration and conciliation have long been in use, to some extent, in a few of the countries of Europe ; but the application of these methods through a State tribunal or commission is thus far peculiar to this country, and, if we may believe the testimony which has come to us from outside the State, has met with the most tangible success here in Massachusetts. The question of arbitration in the name of the State is now occupying the attention of some of the brightest intellects in Great Britain, who compose the Royal Commission on Labor. The zealous and very competent secretary of that commission, Mr. Geoffrey Drage, has in person sought and obtained the fullest information that could be afforded by the reports of our Board and the collective experience of its members. M. Paul Deschanel, of the

French Chamber of Deputies, and M. Dehli, of Norway, have also visited this country in an official capacity the past year, and have sought from this Board similar information for the use of their respective governments. The subject of State arbitration is also under consideration by the government of Belgium, and in the British colonies of New Zealand and New South Wales.

It is not sought to exaggerate what has been accomplished here; but there can be no doubt that our Commonwealth was wisely prompt to recognize the fact, troublesome and disagreeable as it is to many persons, that the relations of corporations and other employers of labor to their employees, under modern complex conditions of trade and competition, are of such a nature that a slight derangement of one part of the machinery often threatens great mischief to extensive and valuable property rights, as well as loss of earnings to large numbers of workingmen and workingwomen.

The employment of the militia in other States has shown, as might have been expected, that by its aid peace can be preserved and the laws enforced; but it is equally clear that this expensive and irritating method of dealing with large bodies of discontented men and women who have no

means of earning a living has no tendency to settle on any permanent or rational basis the relations of employers to wage-earners. A permanent State board of arbitration, ready to act on the shortest notice as the mutual friend and adviser of all parties, is in and of itself an argument to refrain from violence, and an invitation to employ reason and conciliation instead of threats and force. In the last seven years, the life-time of this Board, although strikes and lock-outs, too many of them, have occurred every year, in no case we believe has it been necessary for keeping the peace to re-enforce the municipal police by the action of the militia.

The act passed at the last session of the Legislature, relating to the appointment and compensation of expert assistants, has caused some slight increase in the expenses of the Board; but, if the parties shall select suitable and competent persons to act in that capacity, and if the expert assistants shall do their duty with diligence, fairness and entire honesty of purpose, as they have generally aimed to do, thus far, their work will be a valuable assistance to the Board, and there is reason to believe that through their aid the decisions of the Board concerning wages will be deemed to carry more weight than would otherwise be accorded

to them. Should this expectation be realized, the additional expense will be fully justified on grounds of public utility.

Requests for the Board's reports are received throughout the year. Manufacturers, workmen, students and the agents of labor organizations frequently call for them, or for decisions given in specified cases. It has been the practice of the Board to print a limited number, from one hundred to two hundred, of copies of each wage-list recommended by the Board, or other important decision, as soon as it has been rendered; and these, as well as the later annual reports, have been furnished freely upon application. Frequently the request is made for a full set of the reports from the beginning; and, since the reports of two years are practically exhausted, it is recommended that two hundred and fifty copies of the first annual report and a like number of the fourth annual report be reprinted, for distribution by the Board. One contains twenty-two printed pages, the other sixty-eight. The reprinting would cost but little, and, with the copies of the reports of other years which are now on hand, would make upwards of two hundred complete sets of the Board's reports, which can be bound together from time to time as they may be wanted, and will, we are confident, be found useful in various directions.

The law of the State concerning arbitration is given below, being chapter 263 of the Acts of 1886, entitled, "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," as amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385; also St. 1882, chapter 382.

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed; and on the first

day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before

them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and

present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request.

When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary travelling expenses.* Nothing in this act shall be construed to prevent the board

* See further as to experts, their duties and compensation, St. 1892, c. 382, *post*.

from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

SECT. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitra-

tion and conciliation ; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it ; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

SECT. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attend-

ance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth; and both before and after said date they shall be allowed their necessary travelling and other expenses, which shall be paid out of the treasury of the Commonwealth.

[ST. 1892, CHAPTER 382.]

An Act relating to the duties and compensation of expert assistants appointed by the state board of arbitration and conciliation.

Be it enacted, etc., as follows :

SECTION 1. In all controversies between an employer and his employees in which application is made to the state board of arbitration and conciliation, as provided by section four of chapter two hundred and sixty-three of the

acts of the year eighteen hundred and eighty-six as amended by section three of chapter two hundred and sixty-nine of the acts of the year eighteen hundred and eighty-seven, and by section one of chapter three hundred and eighty-five of the acts of the year eighteen hundred and ninety, said board shall appoint a fit person to act in the case as expert assistant to the board. Said expert assistants shall attend the sessions of said board when required, and no conclusion shall be announced as a decision of said board, in any case where such assistants have acted, until after notice given to them, by mail or otherwise, appointing a time and place for a final conference between said board and expert assistant on the matters included in the proposed decision. Said expert assistants shall be privileged to submit to the board, at any time before a final decision shall be determined upon and published, any facts, advice, arguments or suggestions which they may deem applicable to the case. They shall be sworn to the faithful discharge of their duties by any member of said board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive for their services from the treasury of the Commonwealth the sum of seven dollars for each day of actual service, together with all their necessary travelling expenses.

SECT. 2. This act shall take effect upon its passage.
[*Approved June 15, 1892.*

Exclusive of the strikes and lock-outs in the granite trade, the controversies of which the Board

has taken active cognizance, during the year, involved, more or less directly, workmen and workwomen, whose yearly earnings are estimated at \$2,034,804. The total annual earnings, under ordinary conditions, of the factories, etc., involved, would amount to about \$8,986,210. The expense of maintaining the State Board for a year has been \$10,430.44.

Following are reports of the most important matters with which the Board has dealt. The statements of facts and arguments are of necessity very much condensed, details being given only so far as is deemed necessary for a fair understanding of the questions involved and the results attained.

REPORTS OF CASES.

REPORTS OF CASES.

BOUVÉ, CRAWFORD & CO.—BROCKTON.

On Dec. 3, 1891, the lasters employed by Bouvé, Crawford & Co., at Brockton, left their benches because of a failure to agree with the firm on the number of pairs of shoes that ought to be lasted in a day with the aid of the Chase Lasting Machine. This work had been paid for, since the introduction of the machine, about a year, at the rate of \$3 a day, and for their wages the operatives had at first done from 45 to 75 pairs a day each. Subsequently the firm demanded 100 pairs each per day, and the men did it. In the month of October preceding the union presented a price list calling for prices by the pair, and involving an increase of wages. On December 3, no agreement having been reached concerning the proposed price list, the firm gave the workmen notice that thereafter 115 pairs a day would be expected of each man. The union workmen left after they were notified that those who continued to work would be required to do 115 pairs a day. The

representatives of the union complained of this requirement when the matter of prices was still under consideration by the firm and the union, and said that further time should have been allowed, as they requested, for a discussion of the new requirement. No time being allowed, all the union men left work, and the firm filled their benches with non-union men.

On December 10, the attention of the Board having been drawn to the matter, a member of the Board visited the firm at Brockton, and also called upon the local representatives of the union there. Nothing was done in the way of effecting an understanding between the parties, the firm expressing entire satisfaction with the men whom they had hired and with the quality of the work done. They said also that no desire for a settlement with the union would lead them to discharge the non-union men who were working for them. Inquiries made subsequently from time to time have not developed any new features in the case.

NARRAGANSETT MILLS—FALL RIVER.

On Oct. 28, 1891, all the weavers employed in the Narragansett Mills, Fall River, to the number of about 130, left work, in consequence of a difference with the agent concerning the amount of their earnings. The dissatisfaction began when the price for "mummies" was placed at 30 cents per cut, and for satines at $25\frac{1}{4}$ cents. The weavers complained that the cuts were longer than the standard measurement upon which their wages were presumably based, and accordingly they asked to be paid 40 cents for "mummies" and $26\frac{1}{4}$ cents for satines. The management offered an explanation of the apparent lengthening of the cuts, but failed to satisfy the weavers, who at last struck, as before stated.

The agent of the mill either did not, or could not, fill the places of the striking weavers, and the controversy dragged along for two months without attracting the notice of the public except by an occasional newspaper paragraph to the effect that the striking weavers had met and voted to remain out. Some obtained employment in other mills,

and others complained that they were unable to obtain the needed employment in other mills by reason of their having taken part in this strike.

At the end of the year this Board was led to believe that the time had come, or nearly come, for a settlement, which would start up the looms again, and thus afford employment to men whose support was to a greater or less extent a burden upon the resources of others who were at work. Accordingly, on Jan. 1, 1892, by invitation of the Board, the superintendent of the mills, Mr. Harrison, and Messrs. Proudfoot and Crook, representing the weavers, met with the Board at Fall River, and the whole controversy was discussed. When, however, it was sought to bring them to some agreement, the representatives of the workmen said that they were bound by their instructions to insist upon the prices which were demanded at the beginning of the strike; and the superintendent was not willing to say, in the absence of the agent, what the management of the mills would or would not do. In this view of the situation, the conference was adjourned, with a request that both parties would meet the Board again on the following Monday at the same place. In accordance with the invitation, on January 4 the Board was met by Mr. Waring, the agent, and Mr.

Harrison, superintendent, and also by Messrs. Proudfoot, Crook and Oliver, representing the weavers recently employed in the Narragansett Mills. At this interview the weavers' committee stated that, at a meeting of weavers held that morning, they had been authorized to settle for the prices which they had contended for from the beginning, together with the concessions which had already been made by the management. The agent replied that the new goods could not profitably be made at the prices demanded, and that it would be better for him to resume the manufacture of print cloths. The committee adhered to their position, and, in reply to a question from the chairman of the Board, said that arbitration had been mentioned at the meeting of the weavers, but had not been entertained favorably. Mr. Waring was then asked whether he would consent to leave the question of prices for the two items in dispute to arbitration, either to the State Board or to a local board to be made up by the parties immediately interested. The agent answered that he was unable to reply at once, but would, if it seemed desirable, consider the suggestion.

There appearing to be no prospect of any agreement at this conference, the Board then advised and recommended that both parties reconsider

their positions and come to an agreement to allow the dispute to be settled by arbitration, either by the State Board or by a local board to be selected by the parties to the dispute.

On the following day the Board was informed by letter from the secretary of the weavers' union, that at a meeting of the weavers held on the preceding day, and after the conference with the Board, it was voted that "the weavers are willing to submit their grievances to a committee of four, Mr. Waring to appoint two and the weavers to appoint two, providing the weavers' representatives are members of the executive committee of their respective association."

The following correspondence then occurred:—

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Jan. 5, 1892.

JAMES WARING, *Treasurer Narragansett Mills, Fall River.*

DEAR SIR:—I am directed to inform you that a letter has been received from the weavers, submitting a proposition, herein copied and sent to you for consideration, as follows:—

"The weavers are willing to submit their grievances to a committee of four, Mr. Waring to appoint two and the weavers to appoint two, providing the weavers' representatives are members of the executive committee of their respective association."

The favor of an early response will be appreciated by the Board.

Yours respectfully,

BERNARD F. SUPPLE, *Clerk.*

OFFICE OF NARRAGANSETT MILLS,
FALL RIVER, MASS., JAN. 7, 1892.

State Board of Arbitration.

GENTLEMEN: — We are in receipt of yours of 5th instant, giving the proposition submitted by the weavers. We do not think any definite conclusion would be reached by such a committee as proposed, and do not think anything could be gained thereby. We have no objection to leave the matter out to the present State Board of Arbitration, who we think would be more competent to pass judgment on the matter than any such committee as proposed and named in your letter.

Respectfully yours,

JAMES WARING, *Treasurer,*
per I. A. BROWN.

Mr. Waring's reply was communicated to Mr. Whitehead, secretary of the weavers' union, on January 9, as follows: —

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, JAN. 9, 1892.

JAMES WHITEHEAD, *Secretary Cotton Weavers' Progressive Union,*
Fall River, Mass.

DEAR SIR: — The proposition contained in your letter of the 4th instant, to submit the grievances of the weavers to a

committee of four, the mills to appoint two and the weavers two, was at once communicated by the Board to Mr. James Waring, treasurer of the Narragansett Mills, with a request that he would give it careful consideration and favor the Board with a reply. Yesterday a letter was received from Mr. Waring, addressed to the State Board, the substance of which is as follows:—

“We do not think,” he says, “any definite conclusion would be reached by such a committee as proposed, and do not think anything could be gained thereby. We have no objection to leave the matter out to the present State Board of Arbitration, who we think would be more competent to pass judgment on the matter than any such committee as proposed and named in your letter.”

I am directed to forward the foregoing communication for the consideration of the weavers, and to say that, although the Board is ever ready to do all in its power to promote justice and restore harmonious relations, it purposely refrains at present from any comment upon the circumstances of the case, and deems it best not to say or do anything to influence in any degree the action which may be taken by the weavers concerning the suggestion made by the treasurer of the mills.

Yours respectfully,

BERNARD F. SUPPLE, *Clerk.*

To this letter a reply was received from Mr. Whitehead, dated the 11th, and saying, “I brought Mr. Waring’s proposition (as contained

in your letter this morning) before a meeting of the weavers, and they decided, after some discussion, not to accept Mr. Waring's proposition to leave the dispute in the hands of the State Board for settlement." The letter closed with a request that Mr. Barry, of the State Board, would visit the weavers in Fall River, for the purpose of explaining the powers, duties and methods of the Board. In response to this request, Mr. Barry went to that city on the 13th and attended a meeting of the weavers held that day. On this occasion it was voted to place the matter in the hands of the Weavers' Progressive Association of Fall River and Vicinity.

On the 15th a letter was received from the secretary of the association, informing the Board that "the question of leaving the settlement of the strike to the State Board" had been earnestly discussed at a meeting of the association held on the preceding day, and, after much debate, "it was voted not to leave the settlement to the Board, but to the weavers themselves, as it was the opinion of the majority that, providing a settlement could be arrived at between Mr. Waring and the weavers, it would give more satisfaction to all parties concerned than any decision the Board might arrive at." The substance of this letter was communi-

cated to Mr. Waring, by letter dated January 16, as follows:—

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Jan. 16, 1892.

Mr. JAMES WARING, *Treasurer of Narragansett Mills, Fall River, Mass.*

DEAR SIR:—I am directed to inform you that the Board has to-day received a communication from the secretary of the Weavers' Progressive Association of Fall River, stating that the association to which the Narragansett weavers referred the question of submitting to the State Board their differences has signified its unwillingness to agree to that method of settlement. The secretary expresses a hope for an early settlement, but says that the majority of the members prefer that a settlement should be made between you and the weavers.

In view of this action, the Board does not see anything further to be done at present to influence either party to the controversy, but it will gladly renew its efforts at any time upon a suggestion from either side.

Very respectfully,

BERNARD F. SUPPLE, *Clerk.*

Three days later, Messrs. Proudfoot and Crook, a committee of the weavers, called at the office of the Narragansett Mills and inquired for Mr. Waring, the agent. The superintendent informed them that the agent was away, and that he did not

know when he would return. The committee asked if the agent had left any word. Mr. Harrison said, "No." They then asked whether the superintendent could let them know anything. He said, "No ; only, if you want to go to work, go, and you will get as much money, after a little while, as you ever got, as we shall be on the same kind of goods that you always did so well on." Something being said about six weavers having all the benefit of double cuts, Mr. Harrison said that he "would speak to Mr. Waring about having single cuts taken off at the week's end, and there would be no trouble over that."

Immediately after this interview, and without any further understanding with the agent of the mills, the strike all at once came to an end, and the operatives returned after an unprofitable controversy lasting through more than a quarter of a year.

GOULD & WALKER—WESTBOROUGH.

On Dec. 12, 1891, the Board received a joint application, signed by the firm of Gould & Walker and by John D. Dullea, representing employees. On the one hand, the firm contended that the prices paid in their shoe factory for stitching, bot-toming, and in the sole-leather room, were too high. The employees opposed any reduction, and claimed that some, at least, of the prices were too low. A hearing was had in Boston, and expert assistants were appointed to aid the Board in its investigations, who made their report on February 10, 11. By that time so many changes and addi-tions had been made in the list of items, in com-parison with the lists as at first presented, that it was deemed advisable to hear the parties further. Accordingly, after due notice, the Board went to Westborough on February 18, and a full oppor-tunity was afforded the firm and the workmen to be heard upon the whole list as amended.

On February 29 a decision was agreed to and published, which was a virtual readjustment of the price lists in the departments affected, some items being increased and some diminished.

In the matter of the joint application of Gould & Walker, of Westborough, and their employees.

PETITION FILED DECEMBER 12. HEARING, DECEMBER 12, 21; FEBRUARY 18.

In this case substantially the whole stitching list of the shoe factory of Gould & Walker has been submitted to the Board for revision, with the express or tacit agreement of all concerned that some items were too high and some too low. A large number of items, however, indicate work which has heretofore been done by the day or week, and it was agreed that the Board should find and recommend fair prices per case of twelve pairs for doing this work.

A decision has been arrived at after hearing the parties interested and after a careful and laborious comparison of prices paid in several other factories in which are made goods of a like grade with those of the factory in question.

The following price list is recommended for the factory of Gould & Walker, at Westborough : —

STITCHING BOOTS, WAX THREAD.

| | |
|--|-------------------------|
| Stitching in counters, 2-needle, Upside-down machine, held in, men's, boys' and youths', | PER DOZEN. \$0.02 |
| Stitching in outside counters, 2-needle National machine, tacked on, men's, boys' and youths', | .02 |
| Stitching on straps, 2-needle National machine, held on, men's, boys' and youths', | .03. |
| Stitching on straps, 2-needle National machine, tucked and tacked, men's, boys' and youths', | .03. |

| | |
|---|----------------------|
| Stitching on straps, 2-needle National machine, tucked and not tacked, men's, boys' and youths', | PER DOZEN. \$0.03 |
| Siding, ends pulled, operator trims counters and piles boots, men's, | .11 |
| Siding, ends pulled, operator trims counters and piles boots, boys', | .09 |
| Siding, ends pulled, operator trims counters and piles boots, youths', | .09 |
| Siding, ends pulled, operator trims counters and piles boots, long legs, eighteen inches and over, | .16 |
| Siding, ends pulled, operator trims counters and piles boots, ear boot, | .11 |
| Siding, ends pulled, operator trims counters and piles boots, driving boots with flaps, | .16 |
| Siding, no ends to pull, operator trims counters and piles boots, Campbell machine, | .20 |
| Saddle seaming on Saddle-seam machine, operator trims ends, men's and boys', | .05½ |
| Stitching brace or counter seam, Saddle-seam machine, operator trims ends, men's, boys' and youths', | .05 |
| Turning ear boots or oyster boots, men's, | .09 |
| Turning all other boots, men's, boys' and youths', | .08 |
| Stitching pieces to backs and fronts, twelve pairs of pieces, men's, boys' and youths', | .02½ |
| Seaming tops to fronts with welt, men's, boys' and youths', | .02½ |
| Seaming tops to fronts without welt, men's, boys' and youths', | .02½ |
| Stitching ear-pieces to back, 2-needle, held on, backs centered, men's, | .04 |
| Stitching inside back-stay, 1-needle Upside-down machine, marked for operator and held on, men's and boys', | .04 |

STITCHING BOOTS, DRY THREAD.

| | |
|---|------|
| Stitching sole-leather tips, held on, 2-needle, marked, wax thread, youths', | .03½ |
| Stitching plain lined tops with trimmer, 1-needle, pasted, men's, boys' and youths', | .02 |
| Stitching plain lined tops with trimmer, 1-needle, held in, men's, boys' and youths', | .02½ |

| | PER DOZEN. |
|---|---------------|
| Stitching plain lined tops and piping with under trimmer, 1-needle, lining and piping held in, men's, boys' and youths', | \$0.04½ |
| Stitching plain lined tops and piping with under trimmer, 1-needle, lining pasted, piping held in, men's, boys' and youths', | .04 |
| Stitching fancy lined tops (D tops), 1-needle with trimmer, pasted, men's, | .02½ |
| Stitching top lining to front, 2-needle, fine wax thread, men's, | .02 |
| Stitching plain lined ear-piece, 1-needle with trimmer, pasted, men's, | .02½ |
| Stitching plain lined ear-piece, 1-needle with trimmer, held in, men's, | .03 |
| Stitching plain lined ear-piece and piping, 1-needle with under trimmer, lining and piping, held in, men's, . . . | .04½ |
| Stitching plain lined ear-piece and piping, 1-needle with under trimmer, lining pasted, piping held in, men's, . . . | .04 |
| Stitching facings to backs, 1-needle with trimmer, held in, men's, boys' and youths', | .02½ |
| Stitching facings to backs, 1-needle with trimmer, pasted, men's, boys' and youths', | .02 |
| Stitching facings and piping to backs, 1-needle with under trimmer, facing and piping held in, men's, boys' and youths', | .03 |
| Stitching facings and pipings to backs, 1-needle with under trimmer, facing pasted, piping held in, men's, boys' and youths', | .02½ |
| Stitching second row on facings, 1-needle, men's, boys' and youths', | .02 |
| Stitching on piping to back, 1-needle, held in, run to gauge, men's, boys' and youths', | .02 |
| Stitching on piping to front, 1-needle, held in, run to gauge, men's, boys' and youths', | .02 |
| Stitching side lining to fronts, boots broken, with side-lining attachment, men's, boys' and youths', | .11 |

UNLINED SHOES, WAX THREAD.

Plain English Tie.

| | |
|---|------|
| Heel seaming with welt, men's, boys' and youths', . . . | .02½ |
| Staying heel seam, 2-needle with loop stay, held in, men's, boys' and youths', | .03½ |

| | |
|---|---------|
| Stitching in counter, Upside-down machine, 1-needle, held | PER |
| in, men's, boys' and youths', | DOZEN. |
| | \$0.02½ |
| Vamping, 2-needle, vamps marked, | .04 |
| Vamping, 1-needle, 2 rows, vamps marked, | .05 |

Gusset English Tie.

| | |
|---|------|
| Stitching side gusset to vamp, 1-needle, men's and boys', . | .04 |
| Stitching side gusset to quarter, 1-needle, dry thread, men's | |
| and boys', | .05 |
| Vamping, 2-needle, | .04½ |
| Vamping, 1-needle, 2 rows, | .05½ |

Prices in other respects for Plain Dom Pedros same as Plain English Tie.

Prices for Gusset Dom Pedros same as Gusset English Tie.

STITCHING UNLINED SHOES, WAX THREAD.

Gusset California Creedmore.

| | |
|--|-----|
| Seaming gusset, lap seam, 1-needle, no brace, men's and | |
| boys', | .02 |
| Stitching gusset to vamp, 1-needle, men's and boys', . . . | .04 |
| Stitching gusset to quarter, 1-needle, dry thread, men's and | |
| boys', | .05 |

Price for vamping same as English Gusset Tie.

Price for rest of work same as Plain English Tie.

Gusset Creedmore, Old Style.

| | |
|---|------|
| Vamping, 2-needle, long circular seam, men's, | .05½ |
| Vamping, 1-needle, 2 rows, long circular seam, men's, . . . | .06½ |

Prices for stitching Gusset Creedmore, in other respects the same as California Creedmore, all the rest of shoe same as Plain English Tie.

Plain Southern Tie.

Plain Southern Tie, same as Plain English Tie.

Plain Brogan.

| | |
|--|------|
| Vamping, 2-needle, men's and boys', | .04 |
| Vamping, 1-needle, 2 rows, men's and boys', | .05 |
| Stitching on counter, 1-needle Upside-down machine, held | |
| in, men's and boys', | .02½ |

Gusset Brogan.

| | PER DOZEN. |
|--|---------------|
| Vamping, 2-needle, men's and boys', | \$0.04½ |
| Vamping, 1-needle, 2 rows, men's and boys', | .05½ |
| Counter same as Plain Brogan. | |
| Gusset same as Gusset English Tie. | |
| Stitching buckle strap to quarter, 1-needle, 2 rows, for Plain and Gusset Brogan. Gusset to be put on so as not to in- terfere with buckle strap, men's and boys', | .03 |
| Stitching buckle strap to quarter, 2-needle, 2 rows, for Plain and Gusset Brogan. Gusset to be put on so as not to in- terfere with buckle strap, men's and boys', | .02 |

Plain Blucher.

Plain Blucher same as Plain Brogan.

Gusset Blucher.

Gusset Blucher same as Gusset Brogan.

Plain Loggers'.

| | |
|--------------------------------------|-----|
| Vamping, 1-needle, 4 rows, | .08 |
| Counter same as Plain English Tie. | |
| Gusset same as Gusset English Tie. | |

Lace Plow.

| | |
|---|------|
| Stitching side piece or gore, 2-needle, men's and boys', | .03½ |
| Stitching whole gusset or bellows tongue, 1-needle, men's and boys', | .04 |
| Stitching heel seam, lap seam, 2-needle, loop stay held in, men's and boys', | .04 |
| Stitching heel seam, lap seam, 3-needle, loop stay held in, men's and boys', | .05 |
| Stitching heel seam, lap seam, 1 row, men's and boys', | .03 |
| Stitching in counter, tacked on, 1-needle, | .03½ |
| Stitching in counter, held in, 1-needle, | .03½ |

Buckle Plow.

| | |
|---|------|
| Stitching half gusset or tongue to lap or buckle piece, 1-needle, men's and boys', | .02 |
| Stitching half gusset or tongue to shoe, 1-needle, men's and boys', | .03 |
| Stitching lap or buckle piece to shoe, 2-needle, men's, | .03½ |
| Heel seam and counter same as Lace Plow. | |

Triumph Plow (Gusset Shoe).

| | |
|---|----------------|
| Stitching gusset to vamp, 1-needle, coarse wax thread, | PER DOZEN.. |
| 7 stitches to inch, men's and boys', | \$0.04½ |
| Stitching gusset to quarter, 1-needle, coarse wax thread, | |
| 7 stitches to inch, men's and boys', | .03½ |
| Vamping same as English Gusset 'Tie. | |
| All the rest same as Plain English Tie. | |

Miscellaneous.

| | |
|--|-----|
| Stitching dirt excluder or side lap to quarter, for all shoes, | |
| Upside-down machine, 1-needle (if done on National or | |
| Nason machine, quarter to be marked), men's and boys', . | .05 |
| Stitching tongue to vamp, all shoes, 1-needle, 2 rows, held | |
| on, men's and boys', | .03 |
| Stitching tongue to vamp, all shoes, 2-needle, held on, men's | |
| and boys', | .02 |

STITCHING LINED SHOES, DRY THREAD.

| | |
|---|------|
| Seaming linings, | .02 |
| Stitching linings to quarters with trimmer, 1-needle, web | |
| loop, lining and loop held in, men's and boys', | .06 |
| Stitching linings to quarter with trimmer, 1-needle, without | |
| loop, lining held in, men's and boys', | .06½ |
| Stitching linings to quarter with trimmer, 1-needle, without | |
| loop, lining pasted, men's and boys', | .05 |
| Stitching linings and piping to quarter, with under-trimmer, | |
| lining and piping held in, men's and boys', | .14 |
| Stitching linings and piping to quarter, with under-trimmer, | |
| lining pasted, piping held in, men's and boys', | .12 |
| Stitching second row, 1-needle, heel seam to point of vamp | |
| or end of eyelet row, men's and boys', | .05 |
| Stitching second row, 1-needle, length of eyelet row, . . . | .03 |
| Stitching in counter cover, tacked on, web loop held in, | |
| 1-needle, men's and boys', | .07 |
| Stitching fancy design for box toe (N. O. box) lining held | |
| in, after crimping, 1-needle, ends pulled and trimmed by | |
| operator, men's and boys', | .05 |
| Stitching fancy design for box toe (N. O. box) lining pasted, | |
| 1-needle, ends pulled and trimmed, after crimping, . . . | .04 |

English Balmoral.

| | |
|---|-------------------------|
| Stitching top-facing to lining, held on, 1-needle, top only, men's and boys', | PER DOZEN. \$0.04 |
| Stitching lining to top with trimmer, 1-needle, lining held in, first row, men's and boys', | .07 |
| Stitching lining to top with trimmer, 1-needle, lining pasted, first row, men's and boys', | .05½ |
| Stitching second row, heel seam to end of eyelet row, 1-needle, men's and boys', | .04½ |
| Stitching second row, eyelet row only, 1-needle, men's and boys', | .02½ |
| Stitching lining and piping to top with under-trimmer, 1-needle, lining and piping held in, men's and boys', . . | .14 |
| Stitching lining and piping to top with under-trimmer, 1-needle, lining pasted, piping held in, men's and boys', . | .11 |
| Vamping, seamless Merrick machine, 3-needle, tongue held in, vamp centred, no brace, men's and boys', | .13 |
| Vamping, seamless Merrick machine, 2-needle, tongue held in, vamp centred, no brace, men's and boys', | .11 |
| Vamping, seamless Wheeler & Wilson machine, 2-needle, tongue held in, vamp centred, no brace, men's and boys', . | .11 |
| Vamping, seamless Wheeler & Wilson machine, 1-needle, for third row, men's and boys', | .06 |
| Stitching tips or toe-cap, 1-needle, 2 rows, vamp marked, held on, men's and boys', | .05 |
| Stitching tips or toe-cap, 2-needle, 2 rows, vamp marked, held on, men's and boys', | .03½ |
| Stitching cover for counter to top, unlined Balmoral, 1-needle, held in, men's and boys', | .02½ |
| Heel seaming with welt, wax thread, men's and boys', . . | .04 |
| Staying heel seam, 2-needle Alligator machine, loop pasted to stay, stay held in, men's and boys', | .04 |

Congress.

| | |
|--|------|
| Seaming lining, web loop held in with lining, operator not to rub out seam, men's and boys', | .02½ |
| Stitching gores, 1-needle, 1 row, gores marked and held in, No. V linings cut out by the firm, men's and boys', . . | .21½ |
| Vamping Wheeler & Wilson machine, 2-needle, vamp centred, men's and boys', | .11 |

| | |
|--|-----------------------|
| Staying heel seam, 2-needle Alligator machine, loop pasted to stay, stay held in, men's and boys', | PER DOZEN. \$0.04½ |
| Heel seaming same as English Balmoral. | |
| Merrick vamping same as English Balmoral. | |
| Three-row vamping same as English Balmoral. | |

MISCELLANEOUS.

Riveting.

| | |
|--|------|
| Riveting all shoes with four rivets to the pair, closing, | 01 |
| Riveting Buckle Plow, 2 rivets for buckle, piece stitched on and 8 for buckle and strap, | .03½ |
| Riveting Triumph Plow, 4 rivets for closing, 4 for buckle and strap, and 4 for loop, | .03½ |
| Riveting Buckle Brogans and all other shoes with 4 for closing and 4 for buckle and strap, | .02½ |
| Riveting Buckle Brogans, strap stitched on, with 4 for closing and 2 for buckle, | .01½ |
| Riveting Buckle Dom Pedros, with 4 for closing and 6 for buckle and strap, | .03 |

Fair Stitching.

| | |
|---|------|
| Stitching shoes from heel to heel, Campbell machine, men's and boys', | .15 |
| Stitching shoes from ball to ball, Campbell machine, men's and boys', | .12 |
| Stitching half or slip sole, Bay State machine, groove attachment, men's and boys', | .06 |
| Stitching half or slip sole tacked to outer sole, Bay State machine, stitched through and through from ball to ball, men's and boys', | .09 |
| Levelling on Giant machine (firm to take the work that machine gives), | .02½ |
| Hooking shoes, 16 hooks, Power machine, | .01 |
| Hooking shoes, 8 hooks, Power machine, | .01 |
| Riveting outside sole leather counter, 3 rivets for each counter, | .01½ |
| Riveting boot straps, after being stitched, 4 rivets to each pair, | .01 |
| Treeing Gold-miners' shoes, | .50 |

Result. The decision was accepted and put in operation by all parties concerned.

ARLINGTON MILLS — LAWRENCE.

On Dec. 28, 1891, a complaint was received from Bernard J. Brennan to the effect that on the 22d of the same month about forty-two wool-sorters, old hands, had been "laid off," and that they felt aggrieved thereby.

Three days later, on January 1, Mr. Brennan called at the rooms of the Board, together with two others, all representing themselves to be a committee representing a majority of the wool-sorters then employed in the Arlington Mills, and under instructions to set their grievances before the State Board of Arbitration. The members of the Board were all absent in Fall River, and the particulars of the complaint were reduced to writing by the clerk. A formal application was drawn up and signed by the three, and the same was filed on the day following.

The substance of the complaint was that more than thirty wool-sorters had been "unjustly discharged" on December 22, without good cause, and by reason of prejudice arising out of the strike of the preceding summer, some account of which

is given in the last annual report of this Board. It was alleged that after the settlement made in June, about forty new men, some of them not experienced wool-sorters, were hired for sorting wool, about ten of whom had recently come from England, having been "imported," as the men alleged, by the management of the mills. A copy of a letter was filed with the Board and afterwards verified, in which, under date of Dec. 17, 1891, Robert Redford, agent of the mills, directs the overseer of the wool room as follows: "Owing to a change in the class of work we have been running, and will probably run for some time, it is deemed necessary to reduce the force of wool-sorters to such number only, as can sort the quantity of wool we are wanting. You will proceed with this temporary reduction of your force with as good judgment as you can, considering the circumstances of the men and their families. You will not give the men discharge bills, unless they want them."

Acting under the authority of the foregoing letter, the overseer notified the men that they were no longer needed, and "discharge bills" were given to some of them, although they were not asked for by the workmen. Some of the workmen whose services were thus dispensed with were alleged to be married men with families, or em-

ployees of long standing and of acknowledged skill and experience in their trade. It was admitted that there was not work enough at this time for the full employment of the whole force, but the men thought it hard that, when a reduction became necessary, the old expert workmen should be laid off and the new-comers retained. Complaint was also made that the overseer had a grudge against the workmen, and had not acted according to the true intent of his instructions.

The committee asked the Board to see Mr. William Whitman, the treasurer of the mills, and obtain for them, if possible, a hearing in the matter. In a letter dated January 4 Mr. Brennan says on this point: "I feel convinced that, if we get a hearing before Mr. Whitman, everything will be settled as pleasantly as it was last summer with Mr. Redford and Mr. Hartshorn, agent and superintendent at the mills."

The same day on which this letter was received, and in pursuance of the request of the committee, the full Board procured an interview with the treasurer, and laid before him in detail the statements and complaints received from the workmen's committee. The details of the interview appear in the following letter, which was sent to the committee as a report of progress: —

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, JAN. 9, 1892.

TO MESSRS. BERNARD J. BRENNAN, JAMES W. STOTT and PATRICK
W. HANNON, *Committee, Lawrence, Mass.*

GENTLEMEN :— In compliance with the request presented with your application of the 1st instant, the full Board called upon Mr. William Whitman, treasurer of the Arlington Mills, at his office in Boston on Tuesday last, and laid before him in detail the grievances which were placed before us by you, acting as a committee of the wool-sorters employed in the Arlington Mills. We also expressed to him the desire of your committee for an interview with him, in order that you might in person appraise him of the facts, and discuss the case with him face to face. We wish now to report, for your consideration and without present comment on our part, the substance of the statements made at this interview by Mr. Whitman :—

1. He said that the copy of Mr. Redford's letter, which we exhibited to him, was correct; that the letter was written in accordance with directions from the treasurer's office and with the full knowledge and approval of the treasurer; but that he had no present knowledge of what particular men were laid off. It was not expected that anyone would be discharged, unless discharge papers were applied for by the workmen, and if any have received such papers who have not applied for them, it was without his knowledge.

2. Mr. Whitman denied most emphatically the truth of the statement that Mr. Carden or anyone else had imported wool-sorters under contract to work for the Arlington Mills; and said that the Mr. Carden who went to England went for the purpose of buying wool and for that purpose alone.

3. Mr. Whitman further said he had no reason to believe that any of the men recently laid off were singled out because of their participation in the strike of last summer; that, to the best of his information and belief, no one of the committee who called upon the mill management at the time of the strike had been laid off; that it was not sought to punish anyone, and, while he should always assert his right to hire and discharge workmen according to what he deemed to be for the best interests of the business, nevertheless, he knew of no reason why any or all of the wool-sorters who had been temporarily laid off should not be taken on again whenever there should be work for them.

4. In reply to the request presented by the Board that he would meet your committee, Mr. Whitman said that, as matters stood, he saw no reason to doubt that the general directions given in his office had been carried out with substantial fairness to all, although he could not be expected to know personally all the details. Therefore he could not see how anything could be gained through an interview with him, at least not before you had first presented your complaints to the agent, who was on the ground and would necessarily know more about the details

of the business. He accordingly suggested that you would send a committee of the wool-sorters to Mr. Redford, with whom the treasurer is in constant communication, and place before him any causes of complaint you may have, arising out of the recent laying off of the workmen.

You will please bear in mind that it is our purpose in this report merely to lay before you the statements made to us, and that we intentionally forbear to express at this time any opinion upon the merits of the case.

If the Board can be of any further assistance to you in promoting a good understanding between the wool-sorters and the mill management, it will give us pleasure to hear from you again.

Yours respectfully,

CHARLES H. WALCOTT, *Chairman.*

On the 12th the workmen's committee called and talked further with the members of the Board about the case, but no new facts or suggestions were brought forward by them. It appeared that for some reason they had not acted upon the suggestion made by the treasurer, and transmitted in the Board's letter of the 9th, — that they should send a committee to the agent to lay before him their complaints. The Board accordingly thereupon advised them to call upon the agent of the mill without further delay, and state to him their grievances, after which, if a difficulty remained,

the Board would be ready to give such assistance and advice as might be in its power.

Instead of following the advice of the Board, and seeking a personal interview with the agent, a letter was sent by Mr. Brennan, as appears from the following :—

LAWRENCE, Feb. 1, 1892.

To State Board Arbitration.

GENTLEMEN :— You will remember that a committee of wool-sorters waited on you the 12th of January. We only received your letter the day before, advising us that we wait upon the agent of the mill. On our return that evening I wrote the management, asking a hearing. I got no answer to my first letter, and, as I found Mr. Hartshorn had been called away, I waited his return before writing again. To my second letter I received this answer. I enclose it to you, as I believe it fully explains itself, and also shows I was about right when I expected nothing better from Mr. Redford.

Thanking you, gentlemen, for the trouble you have been to in our behalf,

I remain yours respectfully,

BERNARD J. BRENNAN, *171 Hampshire Street.*

The agent's letter referred to was as follows :—

THE ARLINGTON MILLS, AGENT'S OFFICE,
LAWRENCE, MASS., Jan. 28, 1892.

Mr. B. J. BRENNAN, *171 Hampshire Street, City.*

DEAR SIR :— Your favor of the 28th received, in which you request me to appoint a time to meet a com-

mittee representing part of our wool-sorters whom we recently had to let go on account of not having work for them. I fail to see where it would help matters any by conferring with a deputation at present, as we are not in a position to reinstate any of the men whom we had to let out at that time, as we have not even now full work for our present staff of sorters, as I presume you know that they are all out for the balance of this week. And, furthermore, I would inform you that any differences that may arise in the future will be discussed and settled between the men who may then be in our employ and the management. We shall not require any assistance from any outside source.

Yours truly,

Dictated by ROBERT REDFORD, *Agent.*

No further attempt at producing harmony was made, so far as the Board is informed. The Board had done all that was requested of it, and regretted that the one bit of suggestion or advice which was offered by it was not acted upon.

Subsequently, in the spring, the following correspondence was had, which is printed here for the enlightenment of any who may be interested in the details of the wool-sorters' controversy, although it is doubtful whether the tone adopted in the letters addressed to the Board entitles them to a place in the printed records of any public tribunal or official.

LAWRENCE, MASS., March 15, 1892

To the Massachusetts Board of Arbitration, etc., Boston, Mass.

GENTLEMEN:—The undersigned, of the recent committee of the Arlington Mills wool-sorters, respectfully protest against the erroneous, unfair and misleading statements respecting their troubles with said mill corporation, and the settlement thereof, to which reference is made on pages 51 and 52 of your annual report for 1891, lately issued. Your report says: "About 100 wool-sorters in the Arlington Mills, at Lawrence, struck on May 25, to enforce a demand of their Union for higher wages." This statement is erroneous, and for two reasons:—

First. At the time we "went out," i. e., May 25, no such Union existed, for a Union was not formed until June 6, 1891, two weeks subsequent to the alleged strike.

Second. The men did not "demand higher wages;" they struck because the mill overseer cut down the rates previously paid for wool-sorting. The only "demand" made by the men was, that rates which had existed for two or three years prior to May 25, 1891, should be allowed to remain unchanged.

Again, your report says that, on June 1, 1891, your Board had an interview with the superintendent at the mills in Lawrence in regard to the strike; that on June 2, 1891, you called on the treasurer of the mills in Boston, and received certain assurances from him; that on June 3, 1891, the Board again went to Lawrence and met a committee of the wool-sorters, "who expressed a pur-

pose and desire to see the managers of the mills, . . . and they (the men) were further encouraged to call upon the officers of the corporation, . . . the Board then called at the office of the mills, saw the agent and superintendent, and made arrangements for a subsequent interview between them and a committee of the workmen on the afternoon of the same day."

We desire to point out several inaccuracies of statement which convey very misleading impressions. The facts are, that on June 2, 1891, we opened communication with Agent Redford of the Arlington Mills, at Lawrence, who on June 3 notified us by letter, in response to our verbal and written request for a conference, that he would confer with us. On Wednesday, June 3, your Board arrived in Lawrence and met us; you then and there expressed considerable surprise when we informed you that we had already opened communication with the agent. We had our interview as the outcome of our own motion, and not, as you say, by virtue of any "arrangement for a subsequent interview" made by the Board.

You further say in your report: "It was subsequently ascertained that the proposed meeting took place, and that at another subsequent meeting, prices were agreed to for sorting three grades of wool which materially increased the wages above what they had formerly been paid at these mills."

We beg to say that this statement is not only grossly erroneous, but is most unfair, for the prices for wool-sorting were *lowered*, not increased, as you say. The

three grades of wool referred to were coarse unwashed, territory and Australian. The below table shows the prices for sorting these grades prior to the strike, the cut rates imposed by the mill which precipitated the strike, and the rates agreed upon by the men and the agent of the Arlington Mills, all of which facts we understood were communicated to you:—

Price for Sorting Wool per One Hundred Pounds.

| | Old Rate. | Cut Rate. | Settlement Rate. |
|----------------------------------|-----------|-----------|------------------|
| | Cents. | Cents. | Cents. |
| Coarse unwashed wool, | 85 | 85 | 85 |
| Territory, | 60 | 50 | 55 |
| Australian (clipping), | 60 | 50 | *35 |

* And no clipping.

The above shows, unmistakably, that, instead of prices being “materially increased,” as your report states, they were materially reduced.

We are impelled to inquire why your Board in its report covering the year 1891 refrained from making any allusion to the discharge of 30 or more wool-sorters by the Arlington Mills on Dec. 22, 1891, particularly as the facts in the case were known to your Board.

In conclusion, we beg to enter our earnest protest against the gross misrepresentation of the facts in the case, of which your report for 1891 purports to treat, in its review of the wool-sorters’ trouble at the Arlington Mills. We therefore respectfully solicit at your hands

such explanation thereof as you may desire to make, in order to do the wool-sorters justice, and that you will give to it the same publicity as has been accorded to the erroneous statements in your published report.

Very respectfully yours,

BERNARD J. BRENNAN,
JOHN H. HULFORD,
JAMES H. SPURR,

Committee.

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, March 21, 1892.

To Messrs. BERNARD J. BRENNAN, JOHN H. HULFORD and JAMES
H. SPURR, *Lawrence, Mass.*

GENTLEMEN:—Your letter, addressed to the State Board of Arbitration and dated March 15, was received on the 18th instant, and has been read and considered by us. The tone of the communication, as well as some of the statements made, might perhaps justify some criticism from us, as they have certainly caused us great surprise. If you had stated to us by word of mouth, face to face, any criticisms to which you thought our annual report was fairly liable, we should probably understand you better than we now do.

It may be as you say, that there was no “union” at the time of the strike, using the word in the sense of “organization.” We do not think this is material, for there can be no doubt that the wool-sorters of the Arlington Mills acted on May 25, 1891, as unitedly as they did afterward, and the position, whatever it was, taken by the

sorters on May 25, was, we apprehend, fully sustained and adhered to after the formal organization which you say came later. For the purposes of a brief statement like the report made by us, the distinction appears immaterial; but whatever inaccuracy or ambiguity there may be on that point, or on any other, we assure you was wholly unintentional.

The Board's report shows clearly enough that the Board had no part in the final settlement of the controversy, but in a letter received from Mr. Hulford, dated June 23, 1891, he says, "We will admit that your visit done us some good." We also understood from the letter referred to and from other information that the "strike," as Mr. Hulford calls it, had been to some extent successful; that is, that better terms were obtained than were afforded by the reduced prices which the mill authorities had fixed before the Board took any action. We rejoiced in the settlement, supposing it to be just, and were glad to think we had contributed in some measure by our interview with the parties concerned. You might, as it would seem, easily understand that when the report speaks of "higher wages" the Board means wages higher than the wage list which they had found in the mill; that is, the reduced list; and when the report states that the efforts of the men resulted in an increase of the wages "above what had formerly been paid," the comparison was intended to refer to the cut-down wages.

The reason why the occurrences of December, 1891, are not mentioned in our report covering that year, is

simply that the matters referred to were not brought to the attention of the Board until Jan. 1, 1892, and whatever is proper to be said about the matters presented at that time will find a place in the annual report to be presented next winter.

As we now understand the facts, we believe the report to be correct in substance, although very likely more might have been said. If after receiving this you desire any further action by the Board, in the matter to which your letter refers, the Board will be pleased to see you or any other persons who are interested, at its office in Boston, and will hear you fully, with an earnest desire to meet your reasonable desires, so far as it may be possible to do so.

Respectfully,

CHARLES H. WALCOTT, *Chairman.*

LAWRENCE, Mass., March 31, 1892.

To the State Board of Arbitration, etc, 13 Beacon Street, Boston, Mass.

GENTLEMEN: — Yours of the 21st instant, in reply to our protest against the misrepresentation and inaccuracies in your annual report of 1891 respecting labor troubles at the Arlington Mills, has been received. We cannot but express our surprise that, notwithstanding the recital of facts in our communication of March 15, inst., the correctness of which you do not dispute, you insist that your published report was “correct in substance.”

We feel compelled to reply, and call your attention to very erroneous and misleading statements which you have now made. We take this method, for, as laboring men,

we cannot well spare the time and incur the expense to seek further personal interviews with your Board at the present.

First. You say, in yours of the 21st instant, "it may be there was no Union at the time of the strike," and then by specious pleading you hope to justify a confessed error in your report, by stating that because the Union of Wool Sorters was formed two weeks *after* the strike, and because it endorsed the action of the workmen taken on May 25, that such latter action was tantamount to action taken upon order of the Union, and you claim that "the distinction appears immaterial." We reply that the material point of our contention is, that the Arlington Wool Sorters did not strike to "enforce a demand of their Union for higher wages," as your report states.

You very well know that a recognized distinction has been made in this State between voluntary acts of employees on their own motion, and acts of organizations through workmen, members thereof. The Massachusetts Bureau of Labor Statistics tabulates strikes, lockouts and other labor troubles with the distinction emphasized; they separate them, and public sentiment has been directed (many times unjustly) against "labor disputes dictated by trades unions." It is therefore material that you should, in your annual report, furnish the Commonwealth an impartial and accurate statement respecting the origin and outcome of the wool-sorters' strike, — not a strike to enforce a demand for higher wages, at the dictates of a union, but a strike against a proposed reduction

of wage rates by workmen acting entirely as unorganized at the time.

Second. You say you "understood that better terms were obtained than were afforded by the reduced prices which the mill authorities had fixed, and you [we] might easily understand that when the report speaks of 'higher wages,' the Board means higher than the wage list which they found in the mill, that is, the reduced list; and when the report states that the efforts of the men resulted in an increase of the wages 'above what had been paid,' the comparison was intended to refer to the cut-down wages."

Replying, we must express our astonishment that the State Board of Arbitration relied upon what they "understood" to be the terms made by the mill management; when from May 25, 1891, to Jan. 1, 1892, they had opportunity to learn the facts. You supposed that better terms were obtained than were afforded by the reduced prices which the mill had fixed. While this is true, it is but half the truth. The final rates were a reduction from long-standing wage rates.

On the occasion of your visits to the Arlington Mills at Lawrence, the agent and superintendent informed you, as you told us, just what the proposed cut rates for wool sorting were. You were informed by the men that they struck because of the proposed cut-down, and, further, that the men went back to work at slightly amended cut-down rates, but at rates less than those "formerly paid in these mills," not "materially increased," as your

report says. Our objection to your report is, that in it you have photographed and magnified the shadow, i. e., the slightly increased cut rates, and obliterated the substance, i. e., the 20 per cent. reduction in rates from those that had been ruling since 1888.

Third. It is inconceivable that your Board could attempt to justify so erroneous a statement as that "wages were materially increased," and seek to cover in the claim that the "higher wages" the Board meant were "wages higher than the wage list which they found in the mill" (i. e., the mill's proposed cut rates). The wage rate you found in the mill was that which had been in operation since 1888. This was factor number one.

The mill's out wage rate was *proposed* (never in operation). This is not factor number one, as you contend. The wage rate settled upon, under which the men went back to work, is factor number two; now comparison can be drawn. But to claim, as you do, that the elements of your comparison were (1) the mill's proposed cut rates and (2) the finally settled and agreed rates, and that the deduction justified your report that wages were increased "above what they had formerly been paid in these mills," is, to say the least, astonishing.

No, gentlemen, we cannot credit you with such obtuseness. Your printed report was in its essential features erroneous and misleading, and we called your attention to the facts in our letter of March 15, instant, and asked that correction of those inaccuracies might be made; but to cloak those misstatements with quibbling is most dis-

appointing, especially when coming from "the State Board of Arbitration, Mediation and Conciliation."

We beg to renew our request that you do us the justice to aver that your published report for 1891 set forth the following errors, which it is you desire to correct:—

(1) That the wool-sorters of the Arlington Mills did *not* strike on May 25, 1891, to "enforce the demands of their Union."

(2) That they did *not* demand "higher wages."

(3) That "the prices agreed to" between the mill management and the workmen did *not* "materially increase the wages above what had been formerly paid at these mills."

With such a statement we will be satisfied, and we once more appeal to your Board for this act of simple justice, and with a view to correct the record.

Gentlemen, we remain respectfully yours,

WOOL SORTERS COMMITTEE,

BERNARD J. BRENNAN, *Chairman.*

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, April 5, 1892.

Mr. BERNARD J. BRENNAN, *171 Hampshire Street, Lawrence.*

SIR:—Your communication of March 31 was to-day received and read by the Board, and I am instructed to say that the Board has nothing to add to what is contained in their letter of March 21.

Respectfully,

BERNARD F. SUPPLE, *Clerk.*

LAWRENCE, MASS., April 13, 1892.

To the State Board of Arbitration, etc., 13 Beacon Street, Boston, Mass.

GENTLEMEN:—Your communication, dated April 5, 1892, in reply to our letter renewing our protest against misrepresentations made in your published report for 1891 respecting the wool-sorters' troubles at the Arlington Mills, Lawrence, Mass., is received. You now decline to correct the errors made by you in said report, and refuse to do us the justice we respectfully solicited in our communications to your Board, dated March 15 and 31 last.

We beg to call your attention to section 3 of the act which provides for a State Board of Arbitration, as quoted on page 14 of your annual report for 1891. The section (3) referred to requires that : “Whenever a controversy or difference . . . exists between an employer . . . and his employees, . . . the Board shall, upon application, . . . visit the locality of the dispute and make careful inquiry into the cause thereof, . . . advise the respective parties what . . . ought to be done . . . to adjust said dispute and make a written decision thereof. This decision shall at once be made public, shall be recorded upon books of record . . . by the secretary of said Board, and a short statement thereof published in the annual report;” and on page 18 of your report for 1891 you say: “In the following pages are given accounts or reports of controversies, . . . the details being supplied only so far as may be necessary for a *proper understanding* of the *questions involved* and the *results attained*.”

Your published report of the Arlington Mills wool-sorters' trouble, with its many gross misstatements, shows that your acts have not been consonant with the law and your professions. We have in our previous communications proven to you that, judging from your report, your Board did *not* make "careful inquiry into the cause of the dispute," and that said published report of the controversy does *not* show what was "necessary for a proper understanding of the questions involved and the results attained."

We beg to renew our protest, and at the same time to express our regret, that your Board refuses to do the justice to which we are fairly entitled.

Respectfully yours,

BERNARD J. BRENNAN, *Chairman.*

SHILLABER & CO.—LYNN.

On January 16, the cutters employed by Shillaber & Co. of Lynn, shoe manufacturers, struck for the enforcement of a price-list demanded by them, and for a reduction of the daily stint from 90 pairs to 80. The places of the striking workmen were filled by others, and on or about the 24th a general strike of all the employees in the factory was attempted. Many of the employees went out, but some remained at work, and non-union workmen were hired as soon as practicable.

On February 3 the Board called upon the firm and upon the representatives of the striking workmen, and learned from them their respective views of the controversy. The firm said that they had a sufficient number of cutters to meet the demands of their business, and, although short-handed in some other departments, they expected soon to be going on as usual. Neither party expressed any desire for a settlement by conference or arbitration, and none has been made.

RICE & HUTCHINS—MARLBOROUGH.

The first application in this case came from the representative of the firm. It was in proper form, dated January 23, and stated that "Dec. 1, 1891, we gave notice to our union edgemakers that, on and after Jan. 1, 1892, we proposed to reduce the prices for setting edges on boys' shoes one cent per dozen, and two cents per dozen on youths'; the reason for this being that the price then paid was based on men's shoes, whilst our work has come to be more than half boys' and youths' shoes."

On the same day an application was received from C. A. French, representing the employees, which stated that "the men contend that the price on this work has never been high enough, and ask your honorable Board to adjust a fair price for the work."

At a hearing on February 2 it appeared that the parties were not fully agreed as to the items which were to be submitted and passed upon, but after considerable discussion it was agreed that the two applications ought to be treated as one, and that

the firm should be allowed to include the question of a price for sanding shanks on the Busell machine. The factory was visited and the hearing closed. Subsequently, however, a further hearing being desired, the Board re-opened the case and heard the parties anew on February 9. At this time the substantial facts in the case were reduced to writing in the usual form of one joint application, which was thereupon signed by both parties. The firm alleged, in addition to the statements contained in their first application, that "the price now paid ($6\frac{1}{2}$ cents per dozen) for sanding or buffing bottoms ought to be reduced by the amount of $1\frac{1}{2}$ cents per dozen, because of a change in the way of doing the work, by which the sander is relieved of sanding the shanks and of using the shank wheel." The employees opposed any reduction, and said that "in passing upon the question of prices for boys' and youths' shoes the price for men's should also be considered; and they contend that the prices now paid are not too high, but if the prices for boys' and youths' are to be lowered, the price for men's should be raised."

All the matters thus submitted were taken into consideration, with the aid of expert assistants, and on February 23 the following decision was rendered:—

In the matter of the joint application of Rice & Hutchins, Shoe Manufacturers, and their employees, at Marlborough.

PETITION FILED JANUARY 26.

HEARING, FEBRUARY 2, 8.

In this case the Board is called upon to fix a price for setting edges on the Union machine, and for sanding bottoms (fore-part and heels) in the Cotting Avenue factory in Marlborough.

Formerly in this factory a uniform price of thirteen cents was agreed upon for setting edges on men's, boys' and youths' shoes; but since then, the proportions of the work have relatively changed, and for some time past the number of pairs of boys' and youths' shoes has relatively increased, until now they constitute about three-fifths of the whole product of the factory. On this ground the firm desires to pay a lower price for the boys' and youths' sizes.

Having heard the parties fully and made a careful comparison of prices paid in other factories for like work, the Board recommends that the following prices be paid in the factory in question: —

| | |
|--|-------------------------|
| Setting edges, Union machine, one setting, and blacking included, men's, | PER DOZEN. \$0.13 |
| Setting edges, Union machine, one setting, and blacking included, boys' and youths', | .12 |
| Sanding fore-parts and heels, not including shanks, | .06 |

Result. The decision was accepted and applied by all concerned.

RICE & HUTCHINS — BOSTON.

An application was received on February 17, signed by F. A. Page, superintendent of the Boston factory of Rice & Hutchins, and stating that "The firm and the lasters are unable to agree upon the price per day of ten hours for tacking on outer-soles after the McKay-Copeland lasting machine. Three men constitute a team. Two receive wages at the rate of \$2.50 per day, and the third man is paid \$2 per day, while the employees claim that he should receive the same rate of pay as each of the other two receives. Also a piece price has been fixed for lasting by the same machine and tacking on soles of congress and balmorals (known as 'new work'), which as a whole price is not objected to; but here also the team consists of three men,—the nicker, the operator and the fitter,—and the parties are unable to agree upon the proportion of the total price which ought to be paid to each member of the team."

The employees interested, acting through their agent, W. H. Marden, joined in the application,

and there was a hearing on February 24. After a full discussion of the matters in dispute, the Board, with the approval of all concerned, adjourned the hearing to February 29, for the purpose of giving the parties an opportunity to confer together and try to settle the case by agreement. On the day to which the hearing stood adjourned, the Board was notified that a settlement had been reached.

RICE & HUTCHINS—MARLBOROUGH.

On February 23 an application was received from E. F. McSweeney, representing the lasters employed by Rice & Hutchins in Marlborough.

The application stated that "Chase lasting machines have been introduced, and, pending the adjustment of a piece price, the lasters were employed by the day. The union then submitted a piece price of $5\frac{1}{4}$ cents per pair on cap toes. The firm made a counter proposition of 5 cents per pair. No agreement was arrived at, and, to fairly test the machines, the lasters agreed to work at the firm's proposition to give the machines a fair test, it being expressly agreed by the firm that, if a higher price was agreed on finally, it would date from the time the machines were first introduced. The lasters are convinced that the price proposed by the firm was insufficient, and pray that your honorable Board will establish the price at $5\frac{1}{4}$ cents per pair on cap toes and $4\frac{1}{2}$ on plain toes, with $\frac{1}{2}$ cent per pair extra on all opera and police lasts."

The application was presented by the Board to

the Marlborough superintendent, who replied on March 9 that the firm had delayed to join in the application because they thought that a "difference" of this sort did not come within the purview of the standing agreement in the factory that disputes about wages should be submitted to the State Board. The firm claimed that it was in reality a matter between the lasters and the sellers of the machines, and said that an effort was being made for a settlement by agreement.

Subsequently the Board was notified that a settlement had been agreed upon.

LEIGHTON BROTHERS—PEPPERELL.

On March 11 a strike occurred in the shoe factory of Leighton Brothers, at Pepperell, which resulted, three days later, in a shut-down of the whole factory, by which proceeding about four hundred people were reduced to idleness.

On March 12 the Board received notice of the strike through an agent of the employees, and, with a view by mediation to prevent an extension of the trouble, called March 14 at the office of the firm in Boston. It was understood that the agent of the employees had before the strike offered to submit the dispute to the arbitration of the State Board, and that the proposition had been declined by the firm. Information concerning the controversy was obtained at the firm's office, which agreed with what had been already learned; but, as one member of the firm was absent, an appointment was made, at the suggestion of the Board, for another interview at the rooms of the Board.

It appeared that, on or about February 19, twelve girls employed in the stitching department saw fit to join the labor organization known as the Boot

and Shoe Workers' International Union. When this fact came to the knowledge of the firm, the girls were told that there would not be any more work for them until they brought in a union price-list, the firm claiming that they had been paying more than was exacted by the union in other factories, but, if there was to be a union, there should be union prices. Thereupon the executive board of the union furnished him with a list of prices which were thought to be applicable to the Pepperell factory. The firm refused to accept the list, and called for lower prices, which were said to be in vogue in the factories of some of their competitors who were named. No agreement being reached, the agent of the union proposed that the girls be reinstated and matters be allowed to proceed on the then existing basis, or failing that, to submit the whole matter to the State Board of Arbitration. Neither proposition was assented to, and the strike and shut-down followed.

On the day appointed, a member of the firm called upon the Board, and stated that they expected all of their late employees who could be accommodated by them would return to work on the day next following; and that, while it was possible that some point in controversy might yet be referred to the State Board, there was, in the

opinion of the firm, no immediate need of the Board's services.

At the beginning of the next week, on March 21 and 22, the employees returned to work, and the controversy, so far as the Board has been informed, was at an end.

J. H. WINCHELL & CO.—HAVERHILL.

On March 22 the Board went to Haverhill, for the purpose of inquiring into the circumstances and merits of a controversy then existing between the firm of J. H. Winchell & Co. and their lasters and bottomers. One member of the firm was seen at the factory, and subsequently an interview was had with the advisory board of the lasters' union.

From the statements made to the Board it appeared that in August, 1891, the firm procured and placed in operation ten or twelve of the Boston lasting machines, and had since increased the number to twenty-eight. When the machines were first introduced it was the intention of the firm after that time to make the factory "non-union," that is, no union men or women were to be employed.

On or about March 15 the firm learned that some of their lasters had joined the union, and that it had been decided to demand an increase of wages amounting to about half a cent a pair. On March 16, Mr. Daly, the general secretary of the union, called at the office and presented in the

usual manner, and respectfully, the workmen's request for an advance. The employer declined to discuss the question with Mr. Daly in his representative capacity, for the reason, as stated, that the union was not recognized in the factory, and that the workmen had been hired on the understanding that they were not to ally themselves with the union. On the next day, before any strike had occurred, but in anticipation of a strike, substantially all the hand-lastors, about forty in number, were discharged, for the reason, as stated, that they had sent outside parties to the firm whom the firm could not recognize. About thirty-five lasters, of whom twenty-five worked on machines, remained at work until the afternoon, when they voluntarily quit work and cast in their lot with the discharged men.

Two days later some differences arose in the bottoming room, and on the 21st all the machine operatives in that room, numbering about fifty, were discharged, because the firm apprehended that a strike was to take place that morning, and they wished to anticipate it.

On the day of the Board's visit, twenty-five lasters were said to be at work, being about one-third of the full number required; but no difficulty was apprehended about procuring a sufficient num-

ber of men in addition. It was also stated that some of the employees in the bottoming room had been re-employed, and that most of them, all, indeed, who were wanted, were expected to return soon. In the absence of the senior partner from the State, and in view of all the facts, the management were unable to say that anything would be submitted to arbitration; but the junior partner said that, should any differences arise in the future which could not be settled by agreement, he should be willing to leave them to the State Board.

The representatives of the union were found to be very firm in the belief that the advances asked for were just demands, and no more than other competing factories were paying. They also felt that the firm had assailed the union unjustly, and, as the case then stood, they did not see how they could take any steps towards an adjustment of the dispute.

In April some attempts were made to induce employees in other departments of the factory to abandon their work, but with no great success. There were rumors of a boycott, and of interference with the new employees; but, so far as the public could judge, the factory proceeded afterwards about the same as before the beginning of the trouble, in March.

**GLENDAL E ELASTIC FABRIC MANUFACTURING
COMPANY—EASTHAMPTON.**

Notice in writing was received on March 22, from the selectmen of Easthampton, that on the 11th instant a strike had occurred in that town, on the part of the weavers employed by the Glendale Elastic Fabric Manufacturing Company. This notice was given to the Board in compliance with the law, and, although it contained the information that "neither party desires arbitration at present," the Board went to the scene of the controversy on the 25th, to see what effect could be produced by mediation and conciliation. The members of the Board were met by the selectmen and called upon the superintendent at the mill, and afterwards met the workmen who were directly involved. The mill was practically at a stand-still, nearly all the weavers being out, and no attempts being made to secure others.

The disagreement arose out of the introduction of new fast-running looms, which were, in the opinion of the superintendent as well as the treasurer, so superior to the ordinary looms that nearly double the amount could be turned out by the

operator, and therefore it was expected that a less price by the piece would be accepted by the workmen. The operatives, however, took a different view of the efficiency of the new machines. For a while the price paid was 25 cents per hour and a bonus additional of 2 cents per yard over and above a certain number of yards. On March 4, last, the shop's committee, acting in behalf of the weavers, called upon the treasurer of the mill and asked for a list of prices per yard for goring weavers, and also that 55 hours should constitute a week's work. The prices asked for were the same as were paid for work done on the old machines, on the ground that the new machines, by reason of an increased number of breaks caused by the speed, did not enable the workmen to earn any more in the end.

The treasurer took the requests under consideration, and a time was fixed for a subsequent interview. The committee did not succeed in finding the treasurer at the office at the time appointed, and at a later interview he said he would not pay the prices demanded, and referred them to Mr. Moore, the superintendent. Then the strike came, on March 11.

The Board was courteously received, and was furnished with information on all the details of the

controversy, but the conditions favorable to a settlement were all absent. The superintendent claimed that the strike had been a benefit to the company, by enabling it to dispose of accumulated stock, and for other reasons the management professed not to be in a hurry about resuming business. The men, on the other hand, were acting in concert, seemed very much in earnest, and were opposed to making any further overtures for a settlement, until the treasurer should send for them.

Under these circumstances it is obvious that the Board could not do anything except to recommend arbitration or friendly conference as a good way to adjust controversies of this kind, and then retire to await further developments.

At the time of writing this report (January, 1893) no settlement of this controversy has been made. Some of the weavers have left Easthampton to work in other places, some have undertaken other work; but most of them are still without employment and receiving aid from their union. It is understood that none of the men who struck have returned to work at the mill, but others have been hired from time to time, and the company professes to be satisfied with the situation.

GEORGE B. BRIGHAM & SONS—WESTBOROUGH.

The following decision relating to work in the shoe factory of George B. Brigham & Sons was rendered on May 16, 1892:—

In the matter of the joint application of George B. Brigham & Sons of Westborough, and their employees.

PETITION FILED MARCH 24.

HEARING, APRIL 1.

In this case the workmen employed in the sole-leather department ask for an increase of wages on the ground that most of them have worked in the factory for a considerable number of years, and that the wages now paid are too low in comparison with what is paid in other shoe factories for work of a similar character.

The Board is expected to fix fair prices by the day for employees in this department. Competing factories have been referred to on both sides, and, upon such comparison as the Board is able to make, the following wages are recommended to be paid for the work as classified in the factory of George B. Brigham & Sons:—

| | |
|--|----------|
| | PER DAY. |
| Racing, rolling and splitting, | \$2.20 |
| Cutting outer soles, outside and inside taps and doublers, | 2.35 |

| | |
|--|-------------|
| Sorting outer soles, tap soles and half-soles evening, casing | PER DAY. |
| and marking, | \$2.30 |
| Cutting inner soles, | 2.20 |
| Sorting inner soles, moulding outer soles, and tying up stock, | 1.85 |
| Cutting top lifting, inside and outside taps, | 2.00 |

Result. The decision was accepted and put in operation by all concerned.

DOE, HUNNEWELL & CO.—BOSTON.

On March 28 there was a strike of cabinet makers employed by Doe, Hunnewell & Co., Boston, manufacturers of fine furniture and draperies. The workmen desired a working day of nine hours, with pay for nine hours, and this was said to be the prevailing custom in the furniture trade outside of Boston. This particular house was unwilling to shorten the day, at least until the large furniture manufactories in and about Boston should lead the way. The men or their union replied that they sought to introduce the nine-hour day into the trade in Boston, and must necessarily make a beginning somewhere.

The Board having received an intimation that an attempt at a settlement might be made with a fair prospect of success, called upon the respective parties to the controversy, and invited them to meet the Board in the presence of each other for a full discussion of the facts in the case. Accordingly, on April 4, the firm met the representatives of the Furniture Workers' Union at the office of the Board, and an agreement was there made, by

the terms of which it was provided that the firm should re-employ the striking workmen without discrimination, that they should work nine hours only, for nine hours' pay, and this settlement was made with the understanding and expectation that a similar change would be effected between their competitors and their employees respectively.

Under this agreement the men returned to work on the next day following.

**TURNER & KIMBALL CABINET COMPANY —
BOSTON.**

On March 28, the cabinet makers employed by the Turner & Kimball Cabinet Company at East Boston, numbering thirty-three, struck for a nine-hour day with pay for nine hours. This strike, like that which occurred on the same day in the works of Doe, Hunnewell & Co., was in accordance with a general purpose to establish the nine-hour day for furniture workers in Boston and elsewhere.

The Board promptly opened communication with the organization which represented the workmen, and, having learned their views, called upon the employer. The company expressed no serious objection to a nine-hour day, provided certain firms which did a like business would accept the change, and thus enable all to compete on equal terms in this respect; but they contended that firms which manufactured for the general market were not competitors of theirs in any true sense, for their business was mainly custom work.

At these interviews both sides expressed a will-

ingness to meet for a conference in the presence of the State Board; and accordingly, on April 4, Mr. Turner of the employing firm met the representatives of the workmen, at the office of the Board, and an agreement was then and there entered into for a nine-hour day, as desired by the workmen.

IRVING & CASSON — BOSTON.

The Board was informed on Saturday, April 9, by the executive board of the Furniture Workers' Union, that a demand had been made upon the firm of Irving & Casson of Boston for a nine-hour day, without reduction of the present wages, and that the time allowed for considering the demand would expire on Monday, the 11th instant, and that a strike was imminent.

The advice of the Board being requested, the committee were recommended to seek another interview with the firm that day, with a view to averting the strike, if possible, by some agreement.

This course was adopted, and on the 14th instant this Board was notified that the controversy had been amicably settled without a strike.

**FIELD THAYER MANUFACTURING COMPANY—
HAVERHILL.**

The following decision was rendered on May 6, 1892, upon a joint application of the Field Thayer Manufacturing Company and its employees:—

In the matter of the joint application of the Field Thayer Manufacturing Company of Haverhill, and its employees.

PETITION FILED APRIL 15, 1892.

HEARING, APRIL 19.

In this case the Board is required to fix fair prices for lasting, seaming and beating-out hand-made, turned, women's and misses' button boots, with tips. The contention of the workmen is that a due regard for the prices paid by competitors in Haverhill calls for a restoration of the prices paid by the company last year, when a reduction was made, to the present figures, against the wishes of the employees interested. The company contends that at the present prices the men earn good wages, and that the prices now paid are as high as the majority of its competitors are paying. No question is raised in this case as to the prices paid for plain toes, but it appears from the evidence, and the Board finds accordingly, that it is more work

to make shoes with tips than to make plain-toed shoes.

After a careful comparison of the prices paid for tips in competing factories on work of a like grade with the product of the factory in question, the Board recommends the following prices for the factory of the Field Thayer Manufacturing Company in Haverhill: —

| | PER PAIR. |
|------------------------|-----------|
| Lasting, | \$0.09½ |
| Seaming, | .14 |
| Beating-out, | .08½ |

Result. The decision was accepted and applied by all concerned.

GREGORY, SHAW & CO.—FRAMINGHAM.

In the annual report submitted by the Board in February, 1891 (page 29), is a brief account of a strike which occurred at South Framingham, and was partly occasioned by a difference concerning the price to be paid for treeing by the aid of the Copeland treeing machine. Through the intervention of the Board, the operations of the factory were resumed under an agreement which specified, among other things, that, "if the Copeland treeing machines are operated in the factory, the operators shall be paid at a rate of wages not less than they can respectively earn at hand work, until a union price is established." An attempt was made during the following summer and autumn to establish by private arbitration a union price for work done on the machine above mentioned, but without success; for, although, after great expenditure of time and money, a result was arrived at by a majority of the arbitrators, to whom the question was referred, the price thereby recommended was never adopted in any factory, for the reason that manufacturers and the promoters of the machine

were convinced that the machine could not be introduced and operated profitably at the price recommended.

Under these very unpropitious circumstances the controversy was brought to the State Board, by manufacturers and the owners of the machine acting together on the one side, and the Knights of Labor and the Boot and Shoe Workers' International Union on the other side.

The first case related to the factory of Gregory, Shaw & Co., at Framingham, and the organization interested on the part of the workmen was the Boot and Shoe Workers' International Union. The statement embodied in the firm's application was that "they are desirous of operating the Copeland boot-treeing machine at a piece price per dozen that shall not exceed that paid by parties in direct competition on same lines of work. Your petitioners further state that the above machines are operated upon a basis of fifty cents per dozen of men's boots for regular work, in other factories, and that, at a rate of wages above that, the machines under present arrangements cannot profitably be used."

The workmen, on the other hand, joined in the application for the Board's decision, but stating that "the Copeland treeing machine, as operated

in the factory of Gregory, Shaw & Co., is of no practical value to us in the performance of the work, as we have to practically do the work by hand, and therefore request that the prices be made the same as prices previously paid for work done by hand."

The case was deemed one of great importance. The parties and all persons interested were heard at great length, and an exhaustive investigation was made by expert assistants, acting under the direction of the Board.

The following decision was rendered on July 26, 1892: —

In the matter of the joint application of Gregory, Shaw & Co., of Framingham, and their employees.

PETITION FILED APRIL 15, 1892.

HEARINGS APRIL 22, 26, 29, MAY 2, 6.

In this case the Board has been requested by the firm and their employees to fix fair prices for the work of treeing boots on the Copeland boot-treeing machine. The evidence and arguments presented on either side have been based, throughout the case, upon a comparison with the prices now prevailing in this factory and other factories, for treeing by hand; and in this aspect of the case the question presented is, How much should in fairness be credited to the machine, in comparison with hand work? or, How much ought rightly to

be deducted from the hand price, in favor of the machine ?

With this comparison in mind, and after careful deliberation, and thorough investigation of all the circumstances and conditions, the Board decides and recommends as follows : —

For men's boots, regular or standard measurements, the price now paid for hand work is 75 cents per dozen pairs; for long legs, being in this factory eighteen inches and over, 90 cents; and for men's grain boots, flat, 36 cents.

The Board recommends that, for the regular boots, long legs and boys', prices be paid for work on the machine which shall be respectively $25\frac{1}{2}$ per cent. less than prices for hand work; and for men's grain boots, flat, the price on the machine be 28 per cent. less than the price for hand work as stated above; or, in other words, that in the factory of Gregory, Shaw & Co. the following prices be paid for treeing boots on the Copeland boot-treeing machine: —

| | PER DOZEN. |
|---|---------------|
| Men's boots, regular or standard lengths, | \$0 56 |
| Men's boots, long legs, eighteen inches and over, | 67 |
| Boys' boots, | 45 |
| Men's boots, grain, flat, | 26 |

Result. The decision was acquiesced in and practically applied by all concerned.

COBURN, GAUSS & CO. — HOPKINTON.

When it appeared likely that a price would be fixed by the Board upon treeing by the Copeland treeing machine, in the South Framingham factory, another case affecting the same machine was submitted by a joint application coming from the factory of Coburn, Gauss & Co. at Hopkinton, the employees being members of the Knights of Labor.

In this application the firm stated that "in all other factories using the Copeland boot-treeing machine, the piece-price is fifty cents per case or less. Our men want sixty cents per case. We ask your honorable Board to fix a piece-price that will enable us to run the Copeland machine."

The workmen on their part said: "Formerly the price paid for treeing boots by hand was seventy-five cents a dozen. On the introduction of the Copeland treeing machine the price offered was fifty cents a dozen. We claim that, when a new machine is introduced, the men should receive their share of the improvement, and that the price set should give them as large a return in wages as was formerly earned by the old method. We

therefore ask your honorable Board to establish a price that shall give the men as much as they could earn by hand."

After many hearings and a prolonged investigation, the following decision was rendered on July 28, 1892: —

*In the matter of the joint application of Coburn, Gauss & Co.,
of Hopkinton, and their employees.*

PETITION FILED APRIL 20, 1892.

HEARINGS APRIL 22, 29, MAY 2, 6.

In this case the Board has been requested by the firm and their employees to fix fair prices for the work of treeing boots on the Copeland boot-treeing machine. The evidence and arguments presented on either side have been based, throughout the case, upon a comparison with the prices now prevailing in this factory and other factories, for treeing by hand; and in this aspect of the case the question presented is, How much should in fairness be credited to the machine, in comparison with hand work? or, How much ought rightly to be deducted from the hand price, in favor of the machine?

With this comparison in mind, and after careful deliberation, and thorough investigation of all the circumstances and conditions, the Board decides and recommends as follows: —

For men's boots, regular or standard measure-

ments, the price now paid for hand work is 75 cents per dozen pairs; and for boys', 60 cents per dozen pairs.

The Board recommends that, for men's regular boots and boys', prices be paid for work on the machine which shall be respectively $25\frac{1}{2}$ per cent. less than prices paid for hand work; or, in other words, that in the factory of Coburn, Gauss & Co., at Hopkinton, the following prices be paid for treeing boots on the Copeland boot-treeing machine:—

| | PER DOZEN. |
|---|---------------|
| Men's boots, regular or standard lengths, | \$0.56 |
| Boys' boots, | .45 |

Result. The decision was accepted and put in practical operation by all concerned. It will be noticed that no price was found by the Board for "long legs," as was done in the last preceding decision, for the reason that the subject of extra long boots was not presented by either party in this case. That item was, however, soon after fixed by agreement.

DANIELS, BADGER & CO. — BOSTON.

On April 22, the firm of Daniels, Badger & Co., of Boston, manufacturers of furniture, closed their factory because of a request previously made by their cabinet makers and others of their employees for a nine-hour day with nine-hour pay. Three days later the firm, being called upon by a member of the Board, said that they were not opposed to the principle of the nine-hour day, but were unable to see how they could act on it against the competition of Western manufacturers whose men worked ten hours. They had finished the spring run, and there was no reason why they should make any exertion towards starting up for a month to come.

An interview was had subsequently with the agents of the workmen, and, being of the opinion that a settlement was practicable, provided the parties could be brought together under favorable conditions, the Board addressed a letter to the firm on May 4, suggesting a conference with the workmen. The firm expressed a willingness to meet their late employees in the presence of the Board,

but not the officers of the union. The men would not consent to the exclusion of the union's representatives, who were acting as their agents, and this difficulty was not bridged until after a few days. At last, on May 9, a member of the firm met by appointment, at the office of the Board, the representatives of the Furniture Workers' Union, and the situation was fully discussed, but no conclusion or agreement was arrived at. Again, on the 21st, another conference was had under similar circumstances, but without definite result.

On May 26 the firm expressed in writing their willingness to start their factory on "nine hours, with nine hours' pay." This was a concession of all that had been asked for at the outset, but the representatives of the union now refused to settle unless it was also agreed "that only union help will be employed." The firm refused to bind themselves to this stipulation, and the situation remained unchanged until May 31, when a settlement was agreed upon by the firm and the agent of the International Furniture Workers' Union, in manner following:—

Agreed: That nine hours shall on and after the above date constitute a day's work, without any reduction in wages to all mill and veneer men and cabinet makers receiving twelve dollars per week or less.

Agreed: Employees receiving more than twelve dollars per week voluntarily sacrifice ten per cent. of their wages in order to secure the nine-hour day.

Agreed: That in all our engagements of workmen we recognize the union.

Agreed: That no employee shall be victimized as to his taking an active part in this controversy.

NEW ENGLAND GRANITE CONTROVERSY.

In the spring of 1892 the New England Granite Manufacturers' Association found itself, after much negotiation, unable to agree with the quarrymen of Westerly and Quincy upon a wage list for the season which was then opening. A labor war was thereupon declared, which involved the granite cutters, as well as the quarrymen, and caused a suspension of operations in the granite trade throughout New England for about six months. It has been estimated that upwards of fifteen thousand workmen were idle for a greater or less part of the time.

The account here given of the controversy is presented, as far as possible, in the language deliberately chosen by the parties themselves to express their respective views of the questions at issue.

On May 4 the executive committee of the New England Granite Manufacturers' Association met at Boston and voted "That the members of this association shall stop work in all departments with all employees on the evening of May 14 next, pro-

vided they do not in the meantime make agreements for 1892, in all localities, which shall terminate Jan. 1, 1893."

Agreements had not been made at the date named in this vote, and a general lock-out was declared on the 14th.

The following comments upon the proposed action of the employers, as foreshadowed by the above vote, were issued from the office of the secretary of the Granite Cutters' Union, in Concord, New Hampshire, on May 7:—

We have received a communication from the Granite Manufacturers' Association of New England, of which the following is a copy:—

GRANITE MANUFACTURERS' ASSOCIATION OF NEW ENGLAND,
BOSTON, May 5, 1892.

JOSIAH B. DYER, *Secretary Granite Cutters' National Union, Concord, N. H.*

DEAR SIR:—I am instructed to inform you that, at a meeting of the executive committee of this association held yesterday, it was *Voted*, That the members of this association shall stop work in all their departments with all employees on the evening of May 14 next, provided that they do not in the meantime make agreements for 1892 in all localities which shall terminate Jan. 1, 1893.

Kindly acknowledge receipt and oblige,

Yours respectfully, per order of the executive committee,

C. W. ASHRAND, *Secretary pro tempore.*

As will be seen by the above communication, a lock-out of all members is threatened in all places where members of the association carry on business, regardless of existing agreements, which are in force until May or June, 1893. As will be seen, no reasons are given why such a peremptory demand is made on us, but from newspaper interviews, said to have been had with "prominent manufacturers," we learn unofficially that "it is impossible for the granite trade to delay knowing what the rate of wages for the ensuing year is to be later than January 1, because, while not actively employed in quarrying or cutting at that time, they are busy with plans and architects arranging for work and making prices for work that will begin in the spring."

All practical men know that the above is not correct. Work to be done does not depend on winter or summer, as it is well known that architects put their plans on the market as soon as they get them ready, and the majority of large jobs are figured on in the spring or summer. The pages of the "Government Advertiser" are sufficient proof of this, — that large jobs are figured on in the summer, and not in the winter; and it is well known that about October work is being hurried to completion before the rough weather sets in, the attention of builders and architects being called more to the completion of work on hand than putting new work on the market.

We hold that from February to March a better knowledge of the prospects for the coming season can be obtained than at any time between October and Decem-

ber, as regards building work; and in monumental it is well known even to novices that the demand for monuments is not governed by the seasons only so far as when such are required to be erected on Decoration Day or at the close of the year before hard weather prevents outdoor work. The demand for monuments is governed by the death rate of American citizens, and not by architects, builders or manufacturers, so that the argument advanced is not a logical one.

The real object, the manufacturers consider, is that in December of each year the workmen will be at their mercy, and they can do as they please; but when manufacturers show their honor in thus violating agreements already made, is it reasonable to suppose that workmen will have any compunctions of conscience against violating an agreement in August forced on them in December by such violation of agreement? For of what use will it be to enter into agreements with parties whose honor is so low?

When notices of changes are given in February or March, with three months' notice given of such changes being desired, it would seem, according to the agreement of the manufacturers, that they then know what they can or cannot afford to pay before February 1. Consequently, when they receive a notice of any change desired, they could at once meet their men, instead of waiting until the three months have expired. We are also told that competition in the trade is so close, and the margin of profits so low, that they cannot afford to do anything.

With whom is this competition? Surely not with the workmen at the banker.

When an association or its members say that they are handicapped by the unfair competition of their own members, is it time for that association to take steps to bring its members to a healthy, fair competition by throwing the burden on the workmen? We believe the system on which manufacturing associations are founded is a wrong one, and its members should at once remedy its defects and endeavor to elevate the trade, instead of trying to destroy it; and its members should not forget the days when they worked side by side at the banker with those they are now trying to crush, and the views they then entertained, and the strong denunciation of grasping employers they have made.

The Hotspurs of the business, who never worked at the trade practically, but found a business built up for them, should learn that theories require practical proof. We have practical proof that there is money in the business for employers under present conditions. It is better for them to live in peace and harmony than to lie awake nights scheming how to get the better, not only of their workmen, but of their associates as well. We believe that our members in New England are justified in resisting this threatened lock-out, and call on all our branches to immediately call special meetings and take action as to whether the members in New England shall tamely submit to or resist the arrogant demands of these employers. The quarrel was not of our seeking. Our requests have

been reasonable, and where anything might appear to be unreasonable the matter could have been discussed calmly in February ; and we believe our members generally have shown their desire for fair dealing, and an amicable agreement could have been arrived at and everything going along peaceably on May 1. Instead of this, the employers put off till the last minute any attempt at a settlement, thus causing months of unnecessary excitement and ill feeling ; and we have no guarantee but what the same system would be pursued from October to December of each year, and with more ill feeling created than at present.

Yours fraternally,

THE N. U. COMMITTEE.

The following notice was sent to the members of the association in Quincy on May 14, and it is presumed that it expresses the attitude of employers in other parts of New England who locked out their workmen on the same day: —

Whereas, This association, under date of Sept. 1, 1891, passed a resolution and sent a copy of the same to the Granite Cutters' Union of Quincy, to the effect that no strike would be instituted or a settlement forced of any trouble between employer and employee without first bringing the same to the attention of the joint executive committee, as previously requested, providing in the same that, in case of failure to do so, the manufacturers' committee should order a suspension of work in any or

all yards, to remain closed until opened by a vote of this association; and

Whereas, The Granite Cutters' Union, in reply, submitted a proposition that a district committee be appointed by each association to make settlements of any difficulties, which proposition was accepted and agreed to by this association, under date of Sept. 15, 1891; and

Whereas, These agreements have been violated in a number of yards, in instances where men have been stopped working by the action of the delegate of organized labor, and such men have stated to their employers that they were themselves willing, but would be fined by their union if they continued to work; and

Whereas, In a number of yards men have refused to cut stone which has been quarried since the strike of the quarrymen in Quincy, for the reason, so given, that their union had voted not to cut any so-called "scab" stock, and blacksmiths have refused to sharpen tools for same; and

Whereas, The action of the quarrymen is a great injury to our business, and has deprived the quarry owners of quarrying their usual amount of stock, and by the concerted action on the part of the cutters and blacksmiths and their refusal to work upon even the stone our members are able to quarry, the manufacturers cannot continue their business but for a few days longer, some having now been obliged to let nearly all their men go, the executive committee, after investigation and by the power and authority vested in them by the votes above

referred to, hereby declare that the agreements have been disregarded and broken.

Therefore, and in conformity with the votes of the New England Association, you are hereby ordered to close your yards and shops to all organized labor on the morning of the 16th instant, the same to remain closed to such labor until re-opened by a vote of this association.

On May 18 the following statement was published by the Granite Cutters' National Union:—

To the workmen of the United States and all fair-minded men of whatever station in life: “Our liberties we prize, and our rights we will maintain.” We have now thrust upon us by the New England Granite Manufacturers' Association a lock-out of all granite cutters, paving cutters and quarrymen in the employ of members of that association. This quarrel is not of our seeking. No conference has been asked for by the manufacturers' association, but a secret conspiracy has been formed by them to destroy the liberties and rights of those unfortunate enough to be employed by them. Without any notification of any grievances existing which those employers consider should be remedied, they presented us with their ultimatum May 5, giving us no notice to accept their terms. We desire to state to the trade in particular and people generally outside of our trade, that, unless in cases of violation of agreements by them, we give employers at least three months' notice of changes desired in existing agreements or bills of prices, and it has been

customary ever since the establishment of bills of prices to stand honorably by our agreements; and on May 1, in Westerly, R. I., one of our branches, on being notified by the employer that the agreement had not been complied with, withdrew its bill, and were then distinctly told by the employers that the old agreement held good for another twelve months.

Yet, for violation of such agreement, on Saturday, May 14, the men who honorably withdrew their notification after three months' notice, when the technical point was raised by the employers that it was contrary to the agreement, were locked out without any notice whatever, simply at the dictation of the executive committee of the New England Association. Other instances of a similar nature can be given, where, in violation of honorable agreements, they have locked out our members. If our union had ordered a general strike, we should have been very quickly reminded of our agreements.

The issue raised by the manufacturers is that bills of prices should expire December 31 of each year, instead of, as is customary in the different sections, to expire and go into effect in the spring of the year. To some it may seem that the reasons advanced by the manufacturers are reasonable ones; that they cannot figure on work to be done in the summer unless they know in the winter what the rate of wages is to be in the coming summer. If it was a hard-and-fast line that all building work was to be let only in the winter, there might be some reason in such; but when it is well known that, while it is true

that some work is let and some figured on in winter, yet some of the largest jobs have to be figured on and let after wages have been agreed on; and further, if there were any jobs to be figured on in the winter, and an employer was in doubt as to whether there was to be any movement for increased wages by his employees, why could he not inquire of them whether they were satisfied to cut the job under the existing bill, or, if there were any changes desired, to make known what those changes were likely to be, so that due provision could be made for it in estimating?

The plain facts seem to be that the employers desire bills to expire in the depth of winter, when workmen are practically at their mercy. But how that will improve the situation when employers themselves acknowledge that there is a cut-throat competition among them, we fail to see; and we fail to understand how it will remedy the method of figuring usually adopted; for it must be plainly evident, from the disparity in the figures published of contracts let, that some contractors pay but little regard to bills of prices in their estimates, or, if they do, they differ largely in their scholarship; as it appears singular how contractors in localities paying \$3.50 per day can figure below and get contracts where their competitors pay only from \$2.75 upward.

How can this be explained in the bids recently opened for the Lowell postoffice? Five Lowell contractors bid on the work, and their bids were as follows: C. Runels (two bids), \$81,748 and \$83,482; Patrick O'Hearn (one

bid), \$90,693; C. Foss & Co. (one bid on granite), \$87,528; Staples Brothers (two bids), \$99,024.50 and \$85,823 50; White & Sweatt (one bid), \$86,814.64. The highest bid was from G. W. Corbett of Washington (one bid), \$123,000. There was a difference between the highest and the lowest of the Lowell bidders of \$17,276.50, and between the highest bid and the lowest of all bidders a difference of \$41,252. The disparity in figures may be owing to bills of prices, but we fail to see it.

The monumental business is not governed by hard-and-fast lines as to seasons, and the same disparity in figuring exists as in building work; but how such should be if they depend for figuring such work on bills of prices, is remarkable when, where there is a considerable difference in figuring on a monument, the party who is the highest wonders how the party can do the job if the bills of prices hold and come out whole; yet they do pay the bills of prices and appear to come out whole, as they do not fail, but continue in business year after year, and apparently prosper better than ever.

The pathway of the association is strewn now with broken promises; honorable agreements recently signed are ignored as if never made; and, if the members of the association act in their other business transactions as they have with their employees since May 14, then we would like to know what business man would place any reliance in any promises made by them in the future.

Seeing the indefensible position they have taken, they

now claim they have not locked out their men, but it is simply a suspension of business for an indefinite period; and a great deal of special pleading is indulged in, to endeavor to show that they are right in the position they have taken; but they stand in the eyes of all honorable men as unreliable, and we sincerely hope, if there are any among them who consider themselves honorable men, but have been misled by the agitators of this trouble, that they will assert their manhood and fulfil their contracts with their men.

On May 26 the following statement, addressed to the public, was given to the press by the executive committee of the manufacturers' association:—

The quarrymen's local union at Westerly, R. I., on the 1st of April demanded that "all capable quarrymen, drillers, and derrick men should be paid no less than 23 cents per hour."

The employers were paying "capable" quarrymen \$2 per day, or 22 $\frac{2}{3}$ cents per hour, and some experienced and extra good men were paid more, while inexperienced and less capable men received 18 cents and upward, according to their ability. The union, however, determined that there were "none other than capable men at work in Westerly, and that no man should receive less than 23 cents per hour." This demand was not agreed to, and the men struck, since which time no quarrying has been done in Westerly. In this case, as in many others, the trouble

commenced with the demand that the least capable and most capable men should all receive the same wages, while the employers desired to pay each man all he could earn. On May 2 the quarrymen at Quincy and other points struck work, to promote their own demands and aid the Westerly quarrymen. The employers in many localities, not being able to get material for the cutters, called a meeting of the Granite Manufacturers' Association to consider the situation. It was evident that the quarrymen's strike would become general, and that they would be supported by the national unions; for at some points the cutters were already on strike, and in many places the cutters were demanding increase of wages and the signing of a new bill for the year. After full discussion, it was voted to stop work until a settlement could be made. There was indeed no alternative, for, as the quarrymen and cutters were acting together, nothing could be done until the strike had run its full course. The employers offered to sign contracts terminating with the calendar year, but, under instructions from the national unions, this offer was refused.

The unions fixed upon May 1 as the time when all agreements should begin, and from that date would not recede. The unions were then served with the following notice:—

GRANITE MANUFACTURERS' ASSOCIATION OF NEW ENGLAND,
BOSTON, May 5, 1892.

That the members of this association shall stop work in all their departments with all employees on the evening of May 14 next, provided they do not in the mean time make agree-

ments for 1892, in all localities, which shall terminate Jan. 1, 1893.

It will be observed that the agreements between the employers and men at various points terminated at different dates, according to the time when these agreements were made at different localities.

In order that the workmen might act simultaneously and together, notice was given by them, at some points, to their employers, that agreements with the workmen should hereafter terminate on the last day of April. The employers did not assent to this demand, but were willing to have all agreements begin and end with the first of the year, regarding May 1 as the most inconvenient date of the whole year. At various points the agreements had already been signed by both parties, terminating with the calendar year; but the unions peremptorily ordered these agreements to be withdrawn and cancelled, substituting May 1 for January 1. The employers refused to make the change.

The unions' reason for insisting on May 1; and the employers' reasons for insisting on January 1, are, therefore, the essence of the present difficulty, and may be stated in a few words.

The employers, when closing their books and making the usual business statements and settlements for the year, desire to know for a certainty the rate of wages, hours of labor, etc., when entering upon the new year, and not have their business disturbed and thrown into confusion by possible disagreements in the spring. The

unions, on the other hand, desire to have all agreements terminate May 1, believing that they can more easily dictate terms to the employers in the middle of the season than at the beginning, and this reason has been openly acknowledged.

The Granite Manufacturers' Association believe that the employer has the right to fix a time beyond which he would not be bound, and refuse to accept the dictum of the unions that each employer should be bound until May 1, or he would not be allowed to have any workmen.

The main question is, Shall the agreements between the employers and the men begin with the calendar year or the middle of the season?

It must be admitted that no man can be compelled to work for a single day nor at any fixed rate of wages; each man can, despite the general agreement, refuse to work for any employer, unless at his own price, provided it is above the minimum,—less than which no man is allowed to work by the union, whether he can earn his wages or not. On the other hand, the employer feels that he has some rights which should be respected even by the workmen and their leaders. The right to fix the time when all agreements shall expire is as manifestly his right as is the right of the workman to say that he will not bind himself to work a single day longer than he sees fit, without regard to May 1 or any other date. The attempt to force the employers into a one-sided contract by ordering a strike on all buildings, in all trades, tying up loaded vessels and preventing their discharge, requesting

railroad companies not to accept granite as freight, pending the trouble, — in short, by the application of forcible, illegal and unjust measures, inflicting all possible inconvenience and damage, not only on the employer but the general public, — is so manifestly and unlawfully violent and improper that it cannot be tolerated in a free country.

The unions will not and cannot agree to supply labor at any fixed price for any fixed time, or on any particular work, public or private. All they can do is to prevent union men working at less wages than the price fixed by the local branches of the unions, and prevent the employer from taking any contract with the certainty that the rate of wages on which his contract is based can be maintained to the end or for any specified term. The enormous expense to which the unions can submit in order to carry a point which originates with their leaders and not with themselves, demonstrates beyond any question the fact that they are not being oppressed by their employers; indeed, no complaint of that description comes from that quarter.

It is simply a question whether the employer can exercise his reasonable right to the safe and proper management of his own business, dealing justly and honorably with his workmen, and exercising no lawful or personal right which he does not cheerfully concede.

The charge made by the unions that the manufacturers' association has compelled its members to break existing agreements with their workmen, is denied and is untrue. This charge is based upon the claim that in some locali-

ties the agreements contained a clause that sixty or ninety days' notice should be given of any change in the bill of prices. The employers have not proposed any change in the bill of prices. The changes proposed have come from the local unions, sustained by the national unions, and the employers have been forced in many localities to suspend work for want of material and workmen on account of strikes which have become general. The present situation has been forced by the unions, and not by the employers or the employers' association. If it were true that the employers had in any instance made a demand for the reduction of wages, or for an increase in the hours of labor, or for a change in bills of prices, under existing agreements, there would have been some ground for the charge; but, as it is, there is none, the employers being willing to have the bills extended not only to Jan. 1, 1893, but even to Jan. 1, 1894, 1895 or 1896, if so desired by the employees.

We do refuse, as we have a right to refuse, any new agreements which do not begin and end with the calendar year, and no sound or proper reason has been offered for any other date.

We are very glad to see that some of the men are disposed to go into business on their own account, for there is no remedy so good as that to cure a striker of his folly.

At several times during the summer and autumn this Board had communication with manufacturers on the one side and workmen on the other side,

with a view to learning the then state of the controversy, and in the hope that the differences might be adjusted. It appeared that the trouble did not relate wholly or principally to wages, at least not ostensibly, but rather to the date when the yearly wage-list should expire. It had customarily expired on May 1; but the employers felt that it would be better for their interests in fixing the prices, and would be fairer and more advantageous to the business in every point of view, if the yearly wage-list and agreement were made to expire on January 1. The workmen on their side resisted the change, saying that in the negotiation for a new list they would be at the mercy of the employers, if the list were made to expire in the dead of winter. This was the issue on which the parties took their stand. The question of discrimination and the employment of apprentices did, however, enter into the discussion, in some quarters.

A settlement between the Cape Ann Granite Company and its cutters was agreed to early in June, but this settlement did not materially affect the general situation. As the summer wore away, a desire for a settlement began to make itself known. About fourteen employers, in and about Boston, who did not belong to the association,

kept about one hundred men at work all summer. About the middle of July, in the works on Cape Ann, settlements were arrived at under which the quarrymen returned to work. Shortly before this the quarrymen of Quincy had gone back to work; but no settlement was reached with the granite cutters of Quincy until September 23. Subsequently, on October 15, a settlement was effected with the Boston granite cutters, and work was resumed on the 17th in all the shops of Boston and vicinity, under the following agreement, which was entered into by James Grant, Nicholas W. Roach and James Patterson, on behalf of the workmen, and Austin Ford, Henry Murray and M. L. Scorgie, on behalf of the manufacturers:—

It is hereby agreed by and between the Granite Manufacturers' Association, of Boston and vicinity, and the Boston branch of the Granite Cutters' National Union, that the granite cutters and tool sharpeners return to work for a term of years terminating March 1, 1895, under the old bill of prices as agreed on May 4, 1891, which were in operation at the time of suspension of business; with such slight changes as specified, which may be agreed upon by these committees.

Should either party desire a change at the expiration of said period, three months' notice shall be given previous to March 1, 1895.

If no notice of change is given by either party, as above stated, then the agreement in force at that time shall continue for three years from and after March 1, 1895.

It is also agreed that any contention which may arise during said period, as to the performance in good faith of said agreements by either party, shall be referred to a committee consisting of three members each, to be selected from the executive committees of Boston branch of the Granite Cutters' National Union, and the Granite Manufacturers' Association, of Boston and vicinity, which committee shall act as a board of arbitration; and, failing to agree by a two-thirds vote, said board by a five-sixths vote shall agree upon and select a disinterested person to act as umpire; and the board thus constituted shall hear the parties and make an award within thirty days by a majority vote; such award shall be final. The committee losing the case shall pay the expenses of the umpire.

Pending such arbitration in reference to the above bill of prices, it is mutually agreed that there shall be no strike, lock-out or suspension of work.

It is further agreed that the number of apprentices employed shall be discretionary with the employers. All apprentices taken on, after this date, shall serve three years.

It is hereby mutually agreed between the Granite Manufacturers, of Boston and vicinity, and the Boston branch of the Granite Cutters' National Union, that no discrimination be made between union and non-union men on the part of the granite cutters: *provided*, the

Granite Manufacturers' Association of Boston and vicinity on their part agree not to discriminate against any member of the Granite Cutters' National Union, or against any of their members who have served in any capacity on any committee of the Boston branch, or any members who may have made themselves prominent during the present suspension of business.

The Granite Manufacturers' Association of Boston and vicinity agree not to discriminate against granite manufacturers who are not members of its association.

It is hereby agreed that, in case a manufacturer fails to pay his workmen on the regular pay day, the granite cutters shall not waive the right of suspending work unless a satisfactory excuse is given to them or their representatives.

At every stage of the controversy this Board was unable to see why it was necessary for men possessing a fair amount of intelligence and a good knowledge of all the details of the business, to paralyse for months the business all over New England, in order to come to an agreement as to what their relations should be in the future, when both sides should wish to resume that business. This view the Board several times attempted to impress upon leading manufacturers and influential leaders of the workmen; but the Board was always confronted with the statement that both sides were acting with their respective organiza-

tions, and that on the side of the manufacturers the employers in Massachusetts were in the hands of the New England Association, and the interests of the workmen were being managed by a national committee. Both parties were of the opinion that the controversy was so extensive, involving, as it did, all New England, that this Board could not do anything towards a settlement with any prospect of success.

Compromise came when the trial of endurance had been prolonged to the satisfaction of both parties, and the business and earnings of the best part of the year had been sacrificed. It should be noted that the agreement, when it was reached, provided expressly for arbitration, instead of strikes or lock-outs, as a means of settling differences between employer and employee.

MANCHAUG MILLS—SUTTON.

Notice was received on May 5, that, two days before, a strike of loom-fixers and weavers had occurred in the cotton mills of B. B. & R. Knight, in Sutton. The complaint of the loom-fixers was that their wages were insufficient, and the weavers struck from sympathy.

Acting upon the notice received, and under the provisions of law, the Board communicated in writing with the chief manager of the mills, and with the representatives of the employees, and suggested, on May 9, to both parties that a conference be held for the discussion and adjustment of grievances. Subsequently the Board was notified by the employees that a settlement had been agreed to on the 13th, and work resumed.

PLYMOUTH ROCK PANTS COMPANY—BOSTON.

On May 26 the Board was notified that a controversy existed between the Plymouth Rock Pants Company, at Boston, and the United Garment Workers and the Union of Journeymen Tailors; and that a boycott had been declared against the company's goods. Upon opening communication with the parties, it was ascertained that the differences related to wages paid for "custom work," so called, hours of labor, and the recognition of the unions in the manner desired by them; that the differences had continued for some considerable time, and culminated on May 9 in a strike of the cutters. It was also learned that it would be necessary to confer with the general officers of the unions, in New York. The local agents promised to set things in motion with a view to a settlement; and subsequently, on June 10, an agreement was effected between the company and the unions, by the terms of which wages were advanced, the boycott was raised, the shop was "unionized," and the company became entitled to use the union label, — a privilege which was deemed to be of advantage in the selling of goods.

FITCHBURG RAILROAD COMPANY—BOSTON.

An application in writing was received on May 26 from M. J. Bishop, representing the trackmen employed on the first and second sections of the Fitchburg Railroad, in which the grievance set forth was insufficient wages and too much Sunday work.

Notice in writing of the filing of the application was sent on May 28 to the president of the corporation, with a request for an interview. On the same day the president called at the office of the Board, and said that he would meet a committee representing the trackmen, in the presence of the Board, at a time to be fixed by him subsequently, as soon as he could consult with the chief engineer. Acting on this statement, the Board procured the appointment of a committee of three of the trackmen interested, who were authorized to meet and confer with the president, with a view to a settlement.

On June 6 the president was notified in writing that the trackmen were ready to act whenever it should be convenient for him to meet them, and

was requested to inform the Board when it would please him to meet the committee for the purpose of a conference. On June 8 the president wrote in reply to the Board: "There is nothing pending between this company and its employees but what can be settled without the intervention of outside parties. For this reason we prefer to deal directly with our men on questions of wages."

Notice of the changed attitude of the corporation, as shown by this letter, was given to the employees, and on July 15 a new application was filed by the workmen, setting forth the same grievances as before; and, on this application, public notice was given in the newspapers of a hearing on August 1, at the rooms of the Board, 13 Beacon Street.

At the time and place appointed the Board heard all persons who wished to be heard upon the matters involved in the case, took the case under advisement, and for further inquiry.

On August 8 the conclusions of the Board were reduced to writing, as follows: —

*In the matter of the application of M. J. Bishop, representing
employees of the Fitchburg Railroad Company.*

PETITION FILED JULY 15.

HEARING, AUGUST 1.

This case concerns the wages of trackmen. The first application to the Board in this case was presented on May 26, 1892, and alleged "that less

wages is paid these men than is paid by similar corporations for the same work. That no adequate compensation is given for overtime, and that an unnecessary amount of Sunday labor is demanded.”

Ineffectual attempts were made by the Board to induce the corporation to join in the application, or, failing that, to bring about a conference between the president, or other suitable officer, and the employees immediately interested. These attempts were unsuccessful, and upon a new application, filed July 15, formal notice of a public hearing was given to the president of the corporation and to the workmen interested, as well as by publication in newspapers, and on August 1 a public hearing was had at the rooms of the Board in Boston. Several of the workmen employed by this or other railroads appeared and were heard. No one appeared in behalf of the corporation.

Satisfactory evidence was furnished that M. J. Bishop, who signed the petition as the representative of the trackmen employed on the first and second sections of the Fitchburg Railroad, was the duly authorized agent of a majority of the men employed on these two sections.

There was evidence tending to show that the work done by the petitioners was repairing and keeping in good order tracks, frogs and switches,

on the two sections of the road nearest to the city of Boston; that they were expected to do considerable work in the night after hours and on Sunday. Some extra work was necessary, and the men had been accustomed to receive extra compensation for it. The evidence tended also to prove that the work on the first and second sections was more dangerous and more difficult in other respects than similar work on the interior sections; and that the men, being obliged to live near their work, were by reason of that fact, many of them, obliged to pay more for living expenses than was the rule outside of Boston.

The wages received by the regular trackmen, not including the second hands or bosses, is on this road \$1.50 a day. The employees on the first and second sections have repeatedly asked to be allowed \$1.60 a day, and the management of the road, we believe, has never in terms refused to give the increase. The men have not struck, and the policy of the management appears to have been delay without any definite action.

The evidence given at the hearing, which has been supplemented by further inquiry, showed that, for work like the work in question, the steam railroads running into Boston pay \$1.50, \$1.60 and \$1.75 per day.

The Board is asked, in the words of the statute, to "advise the parties what, if anything, ought to be done or submitted to, by either or both, to adjust the dispute." And, in the performance of its duty, the Board states its opinion that, under the circumstances of the case and the facts shown to exist, the request that the trackmen employed on the first and second sections be paid \$1.60 a day is not unreasonable, and ought to be complied with; and the Board so recommends. With regard to the extra work, however, the case is not so clear; and, since it appears that the management of the road has heretofore made extra allowance for overtime, the Board is of the opinion that, upon the whole evidence, the case does not call for any recommendation concerning extra work or Sunday work.

This report of the conclusions of the Board was not made public at the time, because on August 9 one of the trackmen's committee called at the rooms of the Board for the purpose of informing the Board that, on the day next following the hearing, the trackmen employed on the first and second sections of the road were informed by their foremen that the advance of ten cents a day would be paid to them; and on the following Saturday they were

in fact paid off at the advanced rate, beginning with August 1, the day of the hearing. In view of this statement, and by request of the workmen interested, the publication of the Board's conclusions was deferred until the preparation of the annual report.

A. G. VAN NOSTRAND—BOSTON.

On May 26 an application in writing was received from M. J. Bishop, representing employees in the ale-brewing department of A. G. Van Nostrand of Boston, brewer. The matter complained of was "that more than ten hours are demanded as a day's work, the amount of wages paid compares very unfavorably with that paid by the principal competitors of the firm [naming them], and no extra compensation is allowed for work after regular hours, or on Sundays and holidays, much of which could be entirely abolished without detriment to the business."


When a notification of the filing of the application was sent to A. G. Van Nostrand, with a request for an interview, he said that there had been a recent change in the name of the firm, that the notice purported to be directed to W. T. Van Nostrand & Co.; that there was no longer any firm of that name, and that the new management did not know of any difference with their employees. This was reported to the agent of the employees, and subsequently, on June 15, two representatives of the workmen called on the employer and

acquainted him with their business. He declined to deal with them or to refer the matter to the State Board.

On the following day two members of the State Board attempted without success to see the employer at his place of business. Later, on the same day, Mr. Van Nostrand called at the rooms of the Board and said that he would consider the suggestion of a conference between the parties in the presence of the State Board.

On the 18th he called again, and said that on the evening of the 16th twenty-one employees in the ale-brewing department had struck, and on the day next following four coopers had joined them. He added that he had hired a number of men sufficient to enable him to continue his business, and that under the circumstances he did not need the services of the State Board.

On July 2, however, a letter was received from him, expressing his willingness to meet Mr. Bishop in the presence of the Board, in order to effect a settlement. Mr. Bishop was notified, and on July 5 the parties met at the rooms of the Board, and after much discussion agreed upon a settlement, the terms of which were afterwards ratified by the union to which the workmen belonged, and were reduced to writing and filed with the Board's papers. This ended the controversy.



A. R. JONES — WHITMAN.

The Board was notified, on April 29, that a strike had occurred on that day in the factory of A. R. Jones, at Whitman, growing out of the alleged discharge of an employee, and the announced intention of the employer to reduce the wages of his edge-setters. Subsequently, after two or three interviews with the Board, the firm and the workmen interested signed a joint application to the State Board, and the employees returned to work, pending a decision.

On June 15 the following decision was rendered: —

*In the matter of the joint application of A. R. Jones, of Whitman,
and the edge-setters in his employ.*

PETITION FILED MAY 9, 1892.

HEARING, MAY 13.

In this case the Board is called upon to fix wages for setting edges on the Union machine.

After full consideration, the Board recommends that for setting edges on the Union machine, whether fair stitched or imitation stitched, edges set once and blacking included, the price be 15 cents per dozen pairs; for Goodyears and samples

one-half price, extra, as heretofore agreed upon; and any work done by the machine edge-setters not now covered by a piece-price to be paid for at the rate of \$3.50 per day.

Result. The decision was accepted and carried into effect by all concerned.

**BOSTON & ALBANY RAILROAD COMPANY—
WORCESTER.**

The freight-handlers employed by the Boston & Albany Railroad Company at Worcester struck on May 7, because of the refusal of the corporation to advance the wages paid for handling freight. The request was, that the men be paid at the rate of $17\frac{1}{2}$ cents per hour, instead of 15 cents. Three days after the strike occurred, a request for the action of the State Board was received from the representatives of the workmen, and in compliance therewith the Board called upon the president of the corporation.

The results of the interview were reported to the workmen in the following letter:—

COMMONWEALTH OF MASSACHUSETTS.

**STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, May 12, 1892.**

Mr. MICHAEL MCCARTHY, Worcester.

SIR:— Acting on the request contained in the application dated April 10, and signed by you in behalf of the freight handlers lately employed by the Boston & Albany Railroad at Worcester, the full Board called upon the president of the railroad corporation this morning, and

laid before him the grievance set forth in your application to us, supplemented by such further statements as were suggested by the interview which your committee had previously had with Mr. Barry of the Board.

The president, Mr. Bliss, said that the desire of the freight handlers for an increase of wages had been brought to the notice of the directors some time before the strike occurred, and that the request was not granted because :—

(1) The wages now paid are considered by them fair, in comparison with the rate of wages prevailing in Worcester, and in comparison with the wages paid to trackmen.

(2) That, if an increase were granted to the freight-handlers, it would entail an increase in the wages of at least two thousand other employees whose claim for consideration was equally great with theirs.

The president said that these reasons influenced the directors now as much as ever; that, as the men had struck without first offering to arbitrate the question, they could not now, in his view of it, suggest that means of settlement when the places are all filled and the work is being done to the satisfaction of the company.

Having fully explained to the president the attitude of the Board and its duties in cases of this kind, and having expressed the readiness of the Board to act at any time in the interest of both parties to assist a settlement, should the situation change in any material respect, it only remains for the Board to report to you in this manner what has been done upon your application, and to

express regret that the prospect at present is not more favorable to the wishes of the men whom you represent.

Yours respectfully,

CHARLES H. WALCOTT, *Chairman.*

It is clear that the intercession of the Board would have been more likely to effect something, if this means of reaching the company had been adopted before a strike was entered upon. Subsequent events showed that, contrary to the expectations of the striking workmen, the strike was not supported by other freight-handlers working for the same corporation, nor by the employees of other railroads. Their places were filled without much difficulty, and no new phase of the controversy has since come to the knowledge of the Board.

BOILER-MAKERS' STRIKE—BOSTON.

Prior to May 1, the boiler-makers of Boston and vicinity, acting through the agency of the Boiler-makers' and Iron Shipbuilders' unions, preferred requests to their respective employers for a nine-hour day, without reduction of the wages then paid. The employers were organized under the name of the New England Association of Boiler Manufacturers and Iron Ship Builders.

Committees met and talked the matter over, but without coming to a definite understanding, and on May 4 there was a general strike throughout the shops of Boston and Cambridge, about six hundred men abandoning their work. The members of the association met and voted unanimously not to accede to the demands of the men. Some had foreseen the strike, and stopped taking contracts some time previously. Some new men were hired, and some who had gone out returned to work, but no great efforts were made to fill the places of the absent men. The union was equally firm in adhering to what was claimed to be a just demand. Men who came from other cities, in answer to advertisements for boiler-makers, were induced to return. statements and counterstate-

ments appeared in the newspapers, and in this way the dispute dragged along until June 22, when the Board was led to believe that something might be done towards effecting a settlement.

Accordingly, on the following day, the Board called upon A. E. Cox, of the Atlantic Works, at East Boston, and had an interview with him and H. S. Robinson, another employer affected by the strike. A full account of the controversy was given; but when the Board proposed a conference, it was suggested that the Board meet the members of the manufacturers' association on the following Monday, the 27th. The Board met with the manufacturers as proposed, and the situation was discussed informally but fully, the Board urging a conference of committees in the presence of the Board. The manufacturers voted to accept the Board's invitation, and on the 29th a committee of the workmen met a committee of the manufacturers at the rooms of the State Board, and after a prolonged discussion, it was agreed that the men should return to work on the day following, on the basis of fifty-eight hours a week, and to receive pay for sixty hours, the length of each day's work to be fixed in the several shops, but no discrimination to be shown against the men who struck.

Thus a long-drawn-out dispute was happily brought to an end.

CHARLES A. MILLEN & CO.—BOSTON.

On June 4 the agent of the International Furniture Workers' Union of America called upon Charles A. Millen & Co., of Boston, manufacturers of building trimmings, and in behalf of the employees presented a request in writing that on and after that date nine hours should "constitute a day's work, and only union workmen shall be employed." An answer was on the same day requested. The firm returned the paper to the agent, saying that they would grant nine hours when they got ready, and not before. Thereupon the workmen employed by the firm, eighteen in number, went out on strike.

On the 7th, the Board, by its clerk, communicated with the firm, who said that they might agree some time to a nine-hour day, but the strike was sudden and unexpected, only one hour being allowed for consideration of the union's demand. They said that such action by the workmen was not calculated to make the firm look favorably upon them or their requests. No desire was expressed for a settlement.

Subsequently the striking employees found employment somewhere else, the firm procured other workmen, and the controversy gradually died out.

PUTNAM NAIL COMPANY—BOSTON.

Notice in writing was received by the Board on July 19 that a strike had occurred on July 11, on the part of men employed by the Putman Nail Company, of Boston, manufacturer of horseshoe nails, and that an extension of the strike was threatened. The Board on the same day communicated with the representatives of the striking workmen and the treasurer of the company, inviting them to a conference. Both parties responded, and on July 21, at the rooms of the Board, the treasurer met a committee representing the workmen.

It appeared that the dissatisfaction arose from a new way of doing the work of nail-making, and from the introduction of water gas in place of naphtha gas. The matter was fully and freely discussed, and was then and there settled upon the written statement, signed by the treasurer, that "The company does not desire that the nailers should bear any part of the expense of experimenting with the new gas, and will see that they average to make as good pay under the new gas as under the old, the

Board of Arbitration to have the privilege to see that such is the case.”

The men returned to work, and the Board has not heard anything more about the matter.

G. B. BRIGHAM & SONS—WESTBOROUGH.

On August 2 a strike occurred in the shoe factory of G. B. Brigham & Sons, at Westborough, occasioned by a disagreement concerning the prices to be paid for treeing boots on the Copeland treeing machine. The Board went to Westborough on the 5th, in response to a telegram from the firm, and there were met by the members of the firm and by the treers and their representatives. It appeared that, at some time in the preceding spring, the firm and the agents of the International Union had agreed that this firm should pay, for treeing on the machine referred to, the same price that should be fixed by the State Board in the South Framingham case, which was then under consideration. After the Board's decisions in the South Framingham case and the Hopkinton case, an attempt was made by this firm and their treers to agree upon prices for machine treeing; but there appeared to be a difference of opinion as to how the Board's decisions and their own agreement ought to be applied, under the peculiar conditions which prevailed in the West-

borough factory as to measurements, and tags, and prices paid for treeing by hand.

Propositions for settlement were made by both sides, but were rejected without much hesitation. Finally, when it appeared as though nothing would be accomplished, the Board suggested a basis of settlement, which the firm expressed a willingness to accede to, provided the union would agree to it. The workmen, after consulting together, said that, while the suggestion of the Board seemed to them worthy of careful consideration, they were still inclined to insist upon what, as they understood it, the firm had bound themselves to accept as the decision of the State Board in the South Framingham case.

The Board then brought the conference to an end with a request, which was acceded to on both sides, that the parties interested would meet together and take plenty of time to discuss the situation with a view to a settlement, and, if there appeared to be any further need of the Board's services, the Board would respond.

On the following day the differences were settled by agreement of the parties.

W. L. DOUGLAS SHOE COMPANY — BROCKTON.

On September 12 a request was received from the W. L. Douglas Shoe Company that the Board would meet at Brockton, for the purpose of adjusting prices in the treeing department. The Board replied on the same day, enclosing blanks for a formal application, and requesting information concerning employees interested.

On the 13th a letter was received from the company, stating that matters had been "satisfactorily settled," and therefore it would not be necessary for the Board to act further.

**STRIKE AND LOCK-OUT OF GARMENT WORKERS—
BOSTON.**

Early in October a circular was presented to nearly every clothing contractor doing business in Boston, asking that the week's work should be limited to fifty-eight hours, and that the same rate of wages should be paid in winter as in the summer time. The employers, or some of them, were in an organization known as the Boston Clothing Contractors' Association, and the workmen acted through the agency of the United Garment Workers of America. The request of the union not being immediately granted, two strikes occurred on October 5, and two days later seven other shops were struck. In the interval two contractors had agreed in writing to the terms proposed, and had subsequently, under pressure from the association, withdrawn their assent.

On the 8th the association shops, about thirty in number, locked out their employees; about twelve hundred men and women were thrown out of work, and the battle was on in earnest. The majority of shops in the city were not in the association, and

the union proceeded to make as many settlements as possible with individual contractors. At length some of the association shops obtained enough non-union men to enable them to re-open their places of business.

On October 18 a committee of the contractors, consisting of I. L. King, Martin Leftovith and M. Greenbaum, called and gave written notice of the controversy; and, the advice of the Board being asked, were urged to meet with the representatives of the union, and endeavor to reach a settlement by agreement before any formal action should be taken by the State Board. On the following day the same committee reported that they had attempted to make a settlement, but had been met by a new demand on the part of the union, with which the contractors were unable to comply; that the union now demanded indemnification in money for time lost and money expended in carrying on the controversy, and for strike benefits. A committee representing the workmen called at the request of the Board, and gave their account of the dispute. The union refused to recognize the association as a *bona fide* organization of employers, and expressed a purpose of dealing with the several contractors as individuals.

It was then sought to bring the parties together

in the presence of the Board for a conference; but, before any definite arrangements had been made for fixing a time and notifying the parties, Messrs. King & Greenbaum, contractors, appeared at the rooms of the Board accompanied by three workmen, William Berger, J. W. Silver and Louis Reinstein, who said that they represented an organization called the Independent United Garment Workers' Association of Boston. The contractors and workmen said that they had met at the rooms of the Board by agreement amongst themselves, for the purpose of laying before the Board the terms of an agreement which they had entered into, and to request the Board to witness and record the same. The agreement was accordingly reduced to writing in the presence of the Board and attested by the clerk.

When this agreement was made public, the union of United Garment Workers, which had been conducting the controversy in behalf of the workmen, declared the proceeding to be a trick of the contractors, and said that the alleged new association of Independent United Garment Workers was not a genuine labor organization, nor entitled to any recognition as such.

None of the parties had any further communication with the State Board, and the agreement

which the Board was called upon to attest did not, so far as appeared, affect the settlement of the controversy. The contractors were approached as individuals, and settlements made, which were understood to be generally favorable to the claims of the workmen, and by the end of the month of October the contest was practically decided in their favor.

HARNEY BROTHERS—LYNN.

An application was received on October 6 from the men employed at beating-out in the factory of Harney Brothers, of Lynn, claiming that the price of 45 cents per case of 60 pairs ought to be paid in this factory for work on the Bresnahan machine, instead of a lower price then paid.

The application was laid before the firm by a member of the Board, and the firm declined, for reasons stated, to join in the application, saying that the matter was of slight importance; but, if the workmen wished to revise prices on a larger scale, they would join in submitting the case to the Board.

Subsequently, the representatives of the workmen requested that nothing further be done on the application, for the reason, as alleged, that the demands of the men had been acceded to by the firm.

SAXONVILLE MILLS—FRAMINGHAM.

On October 28 four card boys and nine gill-box boys employed in the Saxonville Mills struck for higher wages. By reason of this strike the mills were stopped, and about two hundred and fifty persons made idle. After some ineffectual attempts by the superintendent to effect a settlement, the mills started up again on November 7, and the strike collapsed.

The Board had some communication with both sides, after the strike occurred; but, while the management appeared willing to accept the mediation of the State Board, the boys were more reluctant about it, until at length the opportunity had passed, and all the Board could do was to advise them to call in the Board whenever in the future they had a grievance, rather than begin the agitation by precipitating a strike. It is thought that the experience was not altogether lost upon the youthful strikers.

A. F. SMITH—LYNN.

On October 26 the lasters employed by A. F. Smith of Lynn, shoe manufacturers, numbering thirty-one, went on a strike, to enforce a demand for an increase of wages for hand lasting. Two days later, four lasters who were employed on Goodyear welts joined the strikers. In a day or two afterwards the employer made an arrangement by which Boston lasting machines were introduced into the factory.

On November 1 the Board called at the factory, and subsequently upon the lasters' representatives in Lynn, to see whether there was any opportunity for a settlement. The superintendent, after giving an account of the beginning of the dispute, said that there were then six lasting machines in the factory operated by men furnished by the machine company, and were doing very satisfactory work; that he should put in new machines when they were needed, and that there was nothing to be settled.

Mr. Smith was absent from home at the time the demand was made by the union, and had not re-

turned at the time when the State Board called. It was therefore suggested by the Board that the representatives of the union call upon him immediately upon his return, and attempt to come to some understanding. The Board has heard nothing further from the case.

CORCORAN, CALLAHAN & CO.—LYNN.

On November 1 a joint application was received from Corcoran, Callahan & Co., of Lynn, shoe manufacturers, and the beaters-out employed by them. The facts appear sufficiently in the following decision, which was rendered on Jan. 3, 1893:—

In the matter of the joint application of Corcoran, Callahan & Co. of Lynn, and their employees.

PETITION FILED NOV. 1, 1892.

HEARINGS, NOVEMBER 22, 25.

The application in this case presents a question of pay for beating-out shoes in the factory of Corcoran, Callahan & Co. of Lynn.

Formerly the machine employed in this factory for beating-out, was the Swain & Fuller (two lasts) machine. The bulk of the product was then and is now misses' and children's shoes, and the price then paid in this factory per case of 60 pairs of misses' or 72 pairs of children's, was 40 cents. In June, 1891, the firm introduced the Bresnahan automatic (two lasts) machine, and at the same time lowered the price paid from 40 to 35 cents per case. The reduced price has ever

since been paid in this factory, although the reduction was protested against by the union of beaters-out, and ineffectual attempts were made to induce the firm to restore the former price.

At the hearing the union contended that, if a comparison were made with prices paid in other factories in Lynn for work of like quality and grade, it would be found that 45 cents a case was the prevailing price paid in Lynn for beating-out; and evidence was offered on the part of the workmen tending to support the claim. The firm, on the other hand, contended, and submitted testimony tending to prove, that their product was almost exclusively misses' and children's shoes; that it was easier to beat them out than it was to do women's shoes; that they had never before been asked to pay more than 40 cents on either machine; that the workmen could earn more in a month or year on the new machine at the reduced price; and that the firm's real competitors were shops outside of Lynn.

The prices paid and the conditions existing in the factories referred to on both sides, have been carefully examined into by means of experts appointed by the Board; and in view of the information thus gained, taken together with all the other testimony and circumstances of the case, the Board

is of the opinion that for the work of beating-out as it is done in the factory of Corcoran, Callahan & Co. in Lynn on the Bresnahan (two lasts) machine, 40 cents per case of 60 pairs of misses', or 72 pairs of children's, is not too high, and the Board accordingly recommends that that price be paid.

Result. The decision was accepted by all concerned.

WEIL, DREYFUS & CO.—BOSTON.

In November the shirt-makers employed by Weil, Dreyfus & Co., of Boston, went on a strike because of notice received, through the foreman, that thereafter the wages for certain parts of the work would be reduced. A conference was had with the firm, and, as a temporary arrangement, it was agreed that the employees should resume their work at the old prices, and, if subsequently the firm insisted upon it, both parties would join and submit the matter to the State Board of Arbitration.

On November 26 the firm met a committee of the shirt-makers by appointment at the rooms of the Board, and a formal application was signed by both parties and filed with the Board. An informal discussion of the items thereupon ensued, and, there appearing to be a fair prospect of a settlement by agreement, the case was, with the approval of all parties, continued without day, either party having a right to bring it up again upon notice to the other side.

IVERS & POND PIANO COMPANY—CAMBRIDGE.

A strike occurred at Cambridge on October 26, to enforce a demand of the varnishers and polishers employed by the Ivers & Pond Piano Company for a nine-hour day and an increase of wages. On November 1 the Board called upon the workmen's representatives, and a few days later had an interview with the superintendent at the factory. The Board advised a meeting, and soon after, through the interposition of the Building Trades Council of Boston, on or about November 25, the firm and a committee representing the workmen came together and agreed to a settlement. | Eleven days later, however, the men were all out again, under a claim that the company had failed to discharge all the non-union men, as it was asserted they had agreed to do. Non-union men were obtained by the company, and when the Board called again upon the managers, on January 3, the company contended that they had done all that they agreed to do, that the fault was with the union, that they had already a sufficient number of workmen, and that there was nothing to settle.

At the time of writing this report the union insists that the controversy is still open and unsettled.

PACIFIC MILLS—LAWRENCE.

The Board received, on December 18, a communication from the spinners employed in the Pacific Mills, at Lawrence, complaining that, being dissatisfied with their wages, they had some weeks previously presented, through their overseer, a request for an increase. No satisfaction had been obtained, and they desired the counsel of the State Board in the matter. In compliance with the request contained in the letter, the full Board went to Lawrence on the following day and met a committee of the spinners. A full statement of the circumstances was made, and the Board undertook to see the treasurer and lay before him the matters complained of. Accordingly, on the 7th, the Board had an interview with the treasurer and the agent of the mills, in Boston, and the matters complained of were thoroughly discussed.

The Board was informed that, at the time of the visit to Lawrence, the agent had already taken into consideration the question of equalizing the wages of the spinners; that the subject would be further considered by him and the treasurer, and

that the Board would be notified in a few days of their proposed action.

On the 23d the agent laid before the Board a proposed list, which he stated would increase the wages of the spinners about seven per cent. He afterwards communicated the same to the workmen directly, and no further complaint was made to the Board.

**SWETT CAR WHEEL AND FOUNDRY COMPANY—
CHELSEA.**

A notice in writing was received, on December 21, that on December 12 a strike occurred on the part of the moulders and helpers employed by the Swett Car Wheel and Foundry Company at Chelsea. The strike was occasioned by a notice received that day, that thereafter a deduction of thirty cents would be made from the moulders' wages for each chill crack. Previously the deduction had been fifteen cents, and the change was made for the avowed reason that the number of defective wheels had largely increased, and it was necessary to do something to make the workmen more careful. The men contended that the fault was not with them, but in the stock and moulds furnished by the company.

After conferring with the striking workmen, the Board called on the manager of the company, and were informed that the men had discharged themselves, and others had been employed in their places; that the new men were doing satisfactory work and were earning good wages. The manager

said further, that, had the men on the day of the strike gone to him and presented their grievances, he would have listened to them, and would have been willing to submit the case to arbitration, if necessary to prevent a strike, but it was then too late.

Subsequently, acting under the advice of the Board, a committee of the workmen called on the manager and asked for a conference; but the request was refused. The men then decided not to prolong the controversy, but to get work wherever they could.

The foregoing annual report is respectfully submitted.

CHARLES H. WALCOTT,
RICHARD P. BARRY,
EZRA DAVOL,

State Board of Arbitration.

Boston, Feb. 1, 1893.

PUBLIC DOCUMENT

. . . . No. 40.

ANNUAL REPORT

OF THE

STATE BOARD OF ARBITRATION AND CONCILIATION

FOR THE YEAR 1893.

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Commonwealth of Massachusetts.

STATE BOARD OF ARBITRATION AND CONCILIATION,
13 BEACON STREET, BOSTON, Feb. 1, 1894.

To the General Court.

I have the honor to transmit herewith the eighth annual report of the State Board of Arbitration and Conciliation.

Very respectfully,

BERNARD F. SUPPLE,
Clerk.

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EIGHTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

The following pages contain summary reports of those controversies between employers and employees in which the Board has taken direct action. Although the number of cases actually settled by the Board during the year is not so large as in some former years, some of them afford the very best examples of the influence of the Board, when the circumstances are such as to give fair opportunity for conciliatory suggestions and to afford reasonable expectation that they will be received and considered on their merits.

Now that business of all kinds is depressed and the number of unemployed men and women causes embarrassment and suffering in many places, it is hard to believe that during the first half of the past year there were frequent strikes all over the State for fewer hours of labor and an increase of wages, one or both. Our record shows that the depression was either foreseen or

actually felt by employers, before the workmen realized the situation. All of a sudden the tide turned, and instead of demands for a shorter day and larger wages, the shorter day was established by the act of the manufacturers, and it was usually accompanied by a reduction of ten to twenty per cent. in the wages. The change was startling; and although there have been some strikes against proposed reductions, and the State Board has been called upon to adjust some such cases, the lessening of earnings all over the State has been very generally acquiesced in by the working people, as a matter of necessity, for the present at least. In the last six months of the year the question has not been what conditions or what wages were fair, but rather how could employment be given to the workers sufficient to enable them to support themselves and their families. When the necessity for daily bread stares one in the face, all other considerations become secondary until that emergency has been met and vanquished.

In view of the progress being made in the several States of the Union towards the settlement of labor controversies through boards of arbitration and conciliation, as shown in the compilation of laws printed in the appendix to

this report, it is interesting to note that in November last the great strike of coal miners in the Midland counties of England was happily ended by an adroit act of conciliation conducted by Lord Rosebery, a member of Mr. Gladstone's cabinet, at the Foreign Office in London. The parties were called together for a conference in the presence of an official who had no private ends to promote, but apparently sought only to promote the welfare of the public. The strike had lasted for about four months. The workmen were organized on the one hand, and the employers on the other. The miners saw their reserve funds amounting to three-quarters of a million of dollars, gradually melt away until nothing was left, and the idle people had no means of support except individual savings and contributions from the public or from other workmen who had employment and were able to supply a part of their scanty earnings to the treasury of the Miners' Federation. It was estimated that the sum of £25,000 a week was distributed by the Federation among the miners and their families. The men, notwithstanding their privations, adhered to the union through everything with surprising unanimity, and met with a considerable amount of sympathy from

the non-union public. The masters, though not supported by so efficient an organization, remained firm in their conviction that to concede the demands of the miners would be to ruin their business, and were obliged to gaze helplessly upon decaying works and idle machinery. The price of coal to consumers had risen so high as to cause general alarm, in view of the near approach of winter. The case clearly called for something different from the much-lauded "let alone" policy. The government took the initiative and after one meeting the great coal-mining industry resumed its course, thousands of workmen were provided with the means of support, and the price of one of the necessities of life at once dropped to a comparatively reasonable mark. Will any one contend that this kind of public service does not properly come within the province of the government?

The simple method so skilfully and successfully adopted in this case is substantially identical with the method of conciliation which has been in operation in Massachusetts for the last seven years, through the State Board of Arbitration and Conciliation.

The Board has no new legislation to recommend, believing that the means and opportunities

of the law, as it is, are ample for the treatment of all controversies between employer and employees, provided there is in the parties directly concerned a disposition to avail themselves of the law and seek only what is fair and reasonable.

On July 1 the commission of Mr. Davol expired by limitation, and on September 11 he was succeeded by Richard E. Warner, of Taunton.

The controversies of which the Board has taken active cognizance during the year involved, more or less directly, working people whose yearly earnings are estimated at \$1,652,246. The total annual earnings under ordinary conditions of the factories, etc., involved would amount to about \$8,637,625. The expense of maintaining the State Board for a year has been \$8,980.

REPORTS OF CASES.

REPORTS OF CASES.

LEONARD & BARROWS—MIDDLEBOROUGH.

In December, 1892, the firm of Leonard & Barrows of Middleborough, shoe manufacturers, gave notice to their employees that they desired to reduce the price paid for "closing on" from 55 cents per 60 pairs to 50 cents, and for making button-holes on Reece machine from 6 cents per 100 to 5 cents per 100. The employees protested against these reductions, and contended that there were other items on the stitching list which were too low and ought to be raised. A member of the firm, together with the agent of the stitchers' union, called at the office of the Board on January 2, stated the facts of the case and expressed a desire that the Board would act as mediator and attempt to bring the matter to a settlement. Accordingly, on January 5, the Board met the firm and a representative of the stitchers at Middleborough, heard both sides and attempted without success to bring the

parties to some agreement upon the two items complained of by the firm, which, thus far, were the only items specified on either side. But rather than come to any agreement about closing on, and making button-holes, both parties preferred, as they said, to submit the whole stitching list, the Board to recommend fair prices on all parts of the work. This course was deprecated by the Board, but after a week's delay for further consideration, an application was drawn up, signed by both parties and filed January 12, which did in fact submit the whole stitching list for revision by the Board, although down to that time only two items had been specifically put in issue by either side. Subsequently, at the request of the Board, the agent of the stitchers filed a list of items on which they claimed an advance, and the firm filed a list of items on which a reduction was contended for. The firm's list had now grown from two items to ten, upon which a substantial reduction was sought, and the stitchers submitted a list of some twenty-two items upon which they claimed an advance, some of them being the same items upon which the firm claimed a reduction. It was agreed that the decision of the Board should be confined to the items submitted on either side. Hearings were had and inquiries

made as to prevailing rates and conditions, and on March 16, 1893, the following decision was rendered:—

In the matter of the joint application of Leonard & Barrows, of Middleborough, and their employees.

PETITION FILED JANUARY 12.

HEARINGS, JANUARY 20, 27.

In this case the firm has submitted certain items of the stitching list, which it is claimed ought to be reduced; and the stitchers have specified certain items upon which they claim that an increase should be allowed. The case has been fully heard and considered, and, upon the items submitted, the Board recommends that prices be paid as follows:—

| | PER CASE OF 60 PAIRS. |
|---|-----------------------------|
| Skiving by machine, button boots, quarters and flies and over-lap Oxfords, | \$0.15 |
| Skiving by machine, button boots, ramps, | .10 |
| Closing on, plain button-piece, | .40 |
| Closing on, button boots, plain top and scalloped fly, | .50 |
| Closing on, overlaps, Oxfords, closed seam, Wheeler & Wilson machine, | .37½ |
| Fancy or zigzag stitch, facing held on linings, Union Special machine, one stitch, | .12½ |
| Turning out, scalloped button-fly, Lightning machine, | .37½ |
| Turning out, plain fly, Lightning machine, | .35 |
| Top-stitching, overlap Oxfords, closed seam, | .37½ |
| Top-stitching, button boots, plain top and scalloped fly, Wheeler & Wilson machine, | .42 |
| Staying backs and fronts, 2-needle Union Special machine, overlaps, | .25 |
| Staying backs and fronts, 2-needle Union Special machine, plain vamps, | .22 |

| | PER CASE OF 60 PAIRS. |
|---|-----------------------------|
| Closing backs and fronts, button boots, Wilcox & Gibbs machine, | \$0 18 |
| Pressing overlaps, Lufkin machine, | .31 |
| Cementing for presser, | .07 |
| Cementing pressed vamps, | .07½ |
| Vamping, overlaps, trimmed, 2-needle Union Special machine, | .75 |
| | |
| | PER 100. |
| Working button-holes, as now done, Reece machine, | \$0.05 |
| | |
| | PER CASE. |
| Finishing button-holes, Reece machine, | \$0.15 |
| Finishing barred button-holes, Reece machine, | .17½ |
| Barring button-holes, Reece machine, | .15 |
| Marking for button-holes, by hand, | .12½ |
| | |
| | PER 100. |
| Sewing on buttons, Morley machine, | \$0.01½ |
| | |
| | PER CASE. |
| Stitching tips, vamps marked or centred, 1-needle, 2 rows, held on, Wheeler & Wilson machine, | \$0.30 |
| Vamping (except overlaps), linings held back one side, extra, | .05 |

It was agreed in the presence of the Board, that 72 pairs of children's shoes shall be paid for at the same rate as for 60 pairs of women's and misses', except cases of 11's to 13's, inclusive, which shall be reckoned on the basis of 60 pairs to a case; also that the prices fixed by this Board and all other prices in the stitching-room shall stand without change until July 1, 1893.

Result. The decision was accepted by all concerned, and was continued in force during the six months prescribed by law. In May, however, both

parties came to the Board informally and asked the Board to place a practical construction upon certain parts of the decision, or rather upon the agreement of the parties embodied in the decision. The Board gave its views informally and they were accepted and acted upon accordingly.

**MERCHANTS' AND MINERS' TRANSPORTATION
COMPANY—BOSTON.**

On December 26, five longshoremen in the employ of the Merchants' and Miners' Transportation Company, were discharged. They belonged to a union, and it was thought that perhaps their membership rendered them obnoxious to the agent of the company. On January 14 the attention of the Board was directed to the matter, and at the request of a representative of the workmen interested the Board called upon the agent of the company. In answer to the inquiries of the Board, the agent said that the men were discharged because they were not on hand at the time when they had been notified to be ready to unload a vessel, and that the company could not re-employ them, under the circumstances, because such action would produce an unfavorable effect upon the discipline of the workmen then in the employ of the company. The workmen were informed of the attitude taken by the agent, and as they were very desirous of securing their old places, the Board

advised that when there seemed to be need of more men on the wharf they apply at the office for work, as individuals, and as if nothing had happened.

Subsequently the five men applied for work as advised, and were referred to the stevedore. He put one of them to work; the others obtained work of a different sort elsewhere.

NORCROSS BROTHERS — MILFORD.

A letter dated Feb. 4, 1893, was received from the selectmen of Milford, acting in compliance with the St. 1887, chap. 267, § 8, containing a notice of a lockout "between Norcross Brothers, doing business in this town, and their employees," and requesting the interposition of the Board as a mediator.

Accordingly, after giving due notice by mail to the firm and to the representatives of the granite cutters' union, the Board went to Milford on February 8, and met Mr. O. W. Norcross of the firm, and a committee of three representing the granite cutters. It appeared that the trouble in Milford began in May, 1892, when, in conjunction with the other members of the New England Granite Manufacturers' Association, the firm of Norcross Brothers locked out their stone cutters in Milford, although there were at that time no differences between the firm and the workmen. Since that time settlements had been effected in most of the yards throughout New England, but no understanding had been arrived at concerning the business in Milford. The firm was

in need of men, and the Board used every effort at this interview and afterwards to frame a proposition to which both sides could assent. The practical difficulty which frustrated every attempt was the fact that the firm insisted that the men who were locked out should return to work at reduced wages. This demand was a fatal bar to any agreement, because the workmen insisted that the firm was in the wrong for locking them out without any good reason for it, and that the least the firm could do was to agree to the bill of prices which was in force in Milford at the beginning of the lockout. If this had been conceded, the Board has little doubt that all other matters might have been arranged satisfactorily and work resumed. As it was, after long interviews and much correspondence, and some recriminations exchanged by the parties, the business ended just where it began.

Recently information came to the Board that there was reason to believe that a settlement might be effected, provided the local committee should be authorized to attempt it. At the suggestion of the State Board such authority was sought from the national board of the granite cutters' union, but the latter declined the request, and nothing was done.

WAKEFIELD RATTAN COMPANY — WAKEFIELD.

On February 24 the Board's attention was invited to the case of a strike, which had occurred on the 17th instant, of the winders employed by the Wakefield Rattan Company, at Wakefield. The strike was caused by the dissatisfaction of the workmen with the prices set by the company on twenty-six pieces of new work. They said that the prices amounted to a considerable reduction in the earnings of the men, which were already low enough, about \$9 per week, as stated.

The Board, as requested, called upon the treasurer at his office in Boston and acquainted him with the object of their visit. He said that if the Board wished for any information, he would try to answer any questions that might be asked, but that he should not discuss the business of the company with the strikers or their representatives, because they were no longer employees, and further, that the company would decline to avail

itself of the services of the State Board at any stage of the case.

The substance of the interview was reported to the workmen, and nothing further was heard of the case.

**GEORGE H. GILBERT MANUFACTURING COM-
PANY — WARE.**

By a notice received Feb. 24, 1893, from the selectmen of Ware, the Board was informed that a strike of weavers employed by the George H. Gilbert Manufacturing Company, at Ware, had occurred on February 9. The occasion of the strike was said to be a reduction of $6\frac{1}{2}$ per cent. upon changing from fall goods to spring goods. In view of the lapse of time and the statement that "some of them have gone back to work," the Board, before proceeding to the scene of the controversy, thought best to obtain further knowledge of the probable success of any efforts they might make. It appeared upon inquiry that the workmen were not organized, that some had left town, others had gone back to work at the reduced rates, and that the company, in view of the state of business, was not eager to start all the looms. In consideration of all the facts learned, and in the absence of any request from the company or the workmen, the Board deemed it inexpedient to take any action, and nothing further was heard from the case.

COLUMBIA RUBBER COMPANY—BRAINTREE.

The Board was notified in writing, on March 8, that in February a strike had occurred at East Braintree, affecting the Columbia Rubber Company and its employees. The notice, which came from the workmen or persons representing them, stated that extra work was required by the company without giving any extra pay for it, and since the work (making rubber-cloth garments) was paid for by the piece, the workmen suffered a loss of earnings, when, as they contended, the wages ought to have been advanced without the imposition of any extra work.

Upon communicating with the manager of the company, the Board was informed that he should decline to confer with his recent employees with a view to settling upon any agreement, for the reason that he was satisfied with the present condition of things. The workmen were thereupon notified of the result of the interview, and, so far as the Board is informed, no further attempt was made at a settlement.

At about the same time other strikes occurred at Brockton and elsewhere, which were conducted under the advice of the Mackintosh Coat Makers' Union of East Braintree, and had similar objects in view. So far as the Board's information extends, none of these strikes were successful.

BOWKER FERTILIZER COMPANY—BOSTON.

On March 13 the workmen employed in the manufacture of fertilizers by the Bowker Fertilizer Company, at Brighton, went on a strike because of their disappointment at not receiving an increase of wages on the first of the month. On the 16th the Board sought and obtained an interview with a committee representing the workmen, and, after learning their views of the case, called upon the president of the company, who, after some conversation, stated the terms on which he would employ his former workmen. These were reported to the workmen, with a recommendation that they apply for work on the proposed terms. The men acted in accordance with the Board's advice, and most of them returned at once to work. The terms of settlement were that from twenty-five to thirty of the old hands, and possibly more, should be put at work on the day next following at \$10 a week, to continue until April 1, and \$11 a week thereafter, and that within a week substantially all the old employees should be at work again.

**JOHNSON MANUFACTURING COMPANY—NORTH
ADAMS.**

On March 22, the weavers employed by the Johnson Manufacturing Company, at North Adams, in the making of gingham, went on a strike. They complained that, at the prices which they received per yard, weavers on the fast looms in the new weave room were unable to earn as much as those who operated the old looms.

At an interview which the committee of the weavers had with the agent, the request for an advance was refused for reasons stated, and it was understood by the operatives that the agent intended to make a reduction of one-half mill per yard, which was paid as an extra on some of the looms. Immediately upon learning this, the fast-loom weavers struck, and on the same day the mill was shut down for want of help.

The agent expressed a willingness to pay as much as other people paid, and proposed that the weavers resume work and give him an opportunity to inquire about prices and earnings in other mills. This proposal was declined.

On March 28, after sending written notifications to the agent and to the operatives, the Board acting, of its own motion, without invitation from either side, went to North Adams. The course of procedure contemplated was that, after a conference with the weavers on the evening of arrival, the Board would call upon the agent on the following morning and attempt to make arrangements for a conference; but, more fortunately, the Board was able to bring about a conference that evening, at which all matters of grievance were frankly and openly discussed in the presence of the Board by the agent and a large number of the employees directly interested.

The result was most gratifying, and furnished the strongest proof, if such were needed, that through conferences of this kind, better than in any other way, serious controversies may often be fairly and promptly adjusted. Acting under the advice of the Board, the operatives voted upon the spot to resume work the next morning, and the agent agreed to start up the mill, reinstate all the old hands, and make everything as agreeable as possible. The next morning the looms were humming and activity prevailed where for a week everything had stood still.

THORNDIKE COMPANY — PALMER.

On March 31 the weavers employed in mill No. 2 of the Thorndike Company, at Palmer, about seventy in number, went on a strike because, as they alleged, the gearing in the slasher had been changed so that the length of the cuts of certain grades of work had been increased by several yards. Upon inquiry, made on April 10, the Board ascertained the general features of the situation and learned that there was some chance that the weavers in the other mill of the company might be induced to join the strike. In mill No. 1 the departments other than the weave room were running on half time, with a prospect of shutting down altogether.

The Board went to Palmer on April 21 and had interviews with the agent of the mills and representatives of the striking weavers. About half of the strikers had gone away to work in other mills. Both sides seemed to be convinced that they were right, but the weavers had practically abandoned their demand for increased wages.

The agent, on the 12th, had notified the strikers who were still occupying houses belonging to the company to vacate their tenements on the 22d of the month. After much discussion of the situation with both parties separately, the Board on the following day embodied its views of the case in the following letter, which was sent to the agent of the company and to the representatives of the weavers: —

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BRACON STREET, BOSTON, April 22, 1893.

To the Thorndike Company, of Palmer, and the weavers lately in its employ.

In accordance with the law of the State, this Board went to Palmer yesterday for the purpose of communicating with both parties to the controversy which began with a strike on April 1. Interviews were had with the agent of the mills and with representatives of the weavers, separately, with a view to making some recommendation calculated to effect a settlement.

Stated briefly, the cause of the strike was the belief of the weavers that the cuts had been lengthened, and, if so, there being no corresponding allowance in the pay per cut, they were in effect working under a reduction of wages. The agent claims that he is ready and has always been ready and willing, as between him and the actual employees of the company, to have the length of the cuts ascertained by actual measurement, but de-

clines to discuss the subject with any representatives of persons who are not employees.

In view of the information obtained from both sides, and in the hope of adjusting the dispute in a manner most satisfactory to all concerned, the Board recommends:—

1. That the weavers abandon the strike and apply for work in the usual manner.

2. That the agent re-employ those who apply for work as soon as work may be ready for them.

3. That after the relations of employer and employee shall have been re-established, the length of the cuts be fairly ascertained by actual measurement, in the presence of both parties.

If all parties concerned will act according to the above recommendations, in a conciliatory spirit and with a desire to do only what is just, the Board has reason to believe that the operations of the mills may be at once fully resumed, and a good understanding effected, which will be a decided benefit to all.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Instead of acting as the Board advised, "that the weavers abandon the strike and apply for work in the usual manner," they sent a committee to the agent, without first taking action on the Board's recommendations, and proceeded to question him as to his proposed action. He replied in effect that he had nothing to say or do until they should

do something. A little later all the weavers who were still in town went in and applied for work and were re-employed. A few, who by their prominence had become obnoxious to the management, did not apply for work, and the controversy came to an end early in May.

**BRICKLAYERS' AND PLASTERERS' STRIKE —
SPRINGFIELD.**

In the latter part of November, 1892, the several builders doing business in Springfield and vicinity received a notice from the secretary of Bricklayers' and Plasterers' Union, No. 1, of that city, which ran as follows: —

BRICKLAYERS' AND PLASTERERS' UNION, No. 1.

SPRINGFIELD, MASS., Nov. 23, 1892.

Messrs. MELLENS & MCKENZIE.

GENTLEMEN:—I am instructed to inform you that on and after April 1, 1893, Union No. 1 of Springfield intends to adopt "that eight hours shall constitute a day's work." Work to begin at eight A.M. and cease at five P.M. with an hour off at noon, and shall ask for \$3.75 (three dollars and seventy-five cents) as a day's pay.

Hoping this may meet with your favorable consideration,

Gentlemen, I am yours respectfully,

JAMES COGHILL, *Corresponding Secretary.*

To this communication the following reply was sent:—

SPRINGFIELD, MASS., March 1, 1893.

*To the Officers and Members of the Bricklayers' and Plasterers' Union,
No. 1, Springfield, Mass.*

GENTLEMEN:—In consideration of the notice sent from your union to the several contractors of this city making a demand for an eight-hour day at the same rate per day that has been paid for a nine-hour day, we submit to you the following: That we do not think that the time has come to successfully establish an eight-hour day in this city, for the following reasons: The International Union of Bricklayers and Plasterers have not successfully established such eight-hour day; that this is the only city in New England where even a request has been made for such eight-hour day, if perhaps you may except Boston; that in all New England cities even a nine-hour day does not prevail; further, that outside of the bricklayers and plasterers, other building trades have not fully established nine hours, but in many cases are working ten hours.

Therefore, taking a careful consideration of the whole ground, we can see no argument in favor of an eight-hour day at present, especially at the same rate per day, which would make quite an advance per hour.

Therefore, *be it resolved* by the Master Masons' Exchange, assembled this twenty-seventh day of February, 1893, that we shall continue a nine-hour day at the same rate of wages that was paid in 1892.

Hoping and fully believing this to be for the best interest of both journeymen and contractors, we are,

Respectfully,

| | |
|-------------------|-------------------|
| D. W. MELLEN. | JOSEPH BLANCHARD. |
| J. S. SANDERSON. | GEO. O. BARTLETT. |
| GEO. H. BLODGETT. | WM. REID. |
| D. J. CURTIS. | R. E. DAVIS. |
| J. I. KELLY. | Z. B. FREEMAN. |
| PATRICK BESTON. | A. M. DAVIS. |
| W. H. FALVEY. | GEO. W. SHARPE. |
| D. C. SHEA. | C. I. BARTLETT. |
| J. J. HENNESSEY. | W. G. MEADE. |
| HORACE BARTLETT. | T. C. MORRISSEY. |
| W. D. MCKENZIE. | WM. T. GREGG. |

E. F. BLODGETT.

The union replied as follows:—

BRICKLAYERS' AND PLASTERERS' UNION, No. 1,
SPRINGFIELD, MASS., March 2, 1893.

To the Officers and Members of the Master Masons' Exchange.

GENTLEMEN:—Your communication of March 1 received, and after having been read to the members at our last meeting it was voted, that this Union live up to the demands which it asked for last November, that is, \$3.75 for eight hours' work on and after April 1, 1893.

In answer to the question that the International has not established an eight-hour day, we would say that if this union establishes it, that no member of the I. U. will work more than eight hours while working in this city.

Perhaps New England has not established the eight-

hour day very much as yet, but over fifty unions are at present working an eight-hour day.

As to other trades working more hours than we do, we suppose that is their privilege.

Hoping, gentlemen, that you will carefully consider the question at issue,

We remain, yours respectfully,

BRICKLAYERS' AND PLASTERERS' UNION, No. 1.

RICHARD A. HENNESSEY, *Cor. Secretary,*
138 Quincy Street, City.

The demands of the union not having been conceded, a strike followed on April 1, and later, on the 3d, the laborers employed as hod-carriers and tenders struck, out of sympathy. About thirty firms were directly affected and about three hundred and fifty workmen idle.

By letter dated April 1, and received on the 3d, the mayor of the city notified this Board of the occurrence of the strike. On the 4th the Board went to Springfield, and, after calling upon the mayor, had an interview with the committee of the workmen, in which they presented a statement of their position, and, when inquired of, said that they would come to meet the employers in conference with the State Board. The Board then called upon the employers and met a committee of five selected to represent

**BOILER-MAKERS' AND SHIP-BUILDERS' STRIKE—
BOSTON.**

The last report of this Board contains an account of a strike for nine hours, conducted by Branch 10, Boiler-makers' and Iron-ship Builders' International Union, and a settlement effected by aid of the Board.

In the spring of 1893 the controversy was renewed, and the following notice, dated April 6, 1893, was presented to A. E. Cox, president of the New England Association of Boiler Manufacturers and Iron-ship Builders:—

To Boiler Manufacturers' Association of Boston.

**RULES AND REGULATIONS ADOPTED BY THE I. U. OF B. M. AND
I. S. B. OF BOSTON AND VICINITY, TO GOVERN THE DIFFERENT
SHOPS.**

ARTICLE I. All work appertaining to old work to be recognized the same in the shop as outside.

ARTICLE II. All men going on work outside the shop to have none but union help.

ARTICLE III. That none but union men be employed at any time either in the shop or outside; in case of large jobs the men to work nights if required to get it through.

•

ARTICLE IV. That no boiler-maker be asked to do other than boiler-maker's work.

ARTICLE V. On and after April 10, 1893, nine hours shall constitute a day's work, and eight on Saturday, with the same pay as we receive for ten hours.

This notification was considered at a meeting of the association, consisting of about twenty-one firms and corporations doing business in Boston and the vicinity, and the following reply was sent:—

Messrs. R. McDONNELL and DAVID M. CHAISSON, *Committee Boiler-makers', Iron-ship Builders' and Assistants' Union of Boston.*

GENTLEMEN:—Replying to your communication of 6th instant, demanding certain concessions in the matter of work and wages, I am instructed by this association to say that it will not make these concessions, as the result of granting what you request would be simply the driving out of Boston of more than half the business in our line now done here.

The boiler manufacturers and iron-ship builders of Boston and vicinity are in continuous competition with those of other New England States, New York, New Jersey and Pennsylvania, where the hours of labor are longer than they are here, even under the present arrangements, and where the wages are lower than they are here; and this competition keeps the prices for contract work so low that very small profits result.

Should we grant your demands before the other manufacturers in the eastern section of the country adopt like conditions, serious injury to the members of your union must ensue. Your interests and ours are identical; they cannot be separated, and everything which is detrimental to the members of this association must, of necessity, injure the members of your union.

It is the intention and desire of the members of this association to treat the men in their employ as liberally, both as to hours of labor and wages, as other concerns in the country in our line of business treat their men; and if we are not now doing this I assure you that the changes required to meet these conditions will be made without delay. It does not seem reasonable for you to demand more.

Yours, etc.,

ALFRED E. COX, *President.*

A general strike followed on April 10, and on the 15th invitations were sent by the Board to the representatives of both parties to meet in conference in the presence of the Board. At the time named, Mr. Cox appeared, saying that he came as an individual employer and not representing any one else. The workmen were represented by a committee of eleven, who said that they represented every shop involved in the strike, but had no power to agree to a settlement. The workmen began by formulating

five demands, but these were by discussion reduced to one: That there should be a nine-hour day without reduction of wages. Since it appeared that no one was authorized to make a final agreement, the Board suggested that the association of employers consider the advisability of agreeing to the nine-hour day, without reduction of wages, and fix some day in the future on which the agreement should take effect. Mr. Cox undertook to present the suggestion to his association.

On the 22d the Board was notified that at a meeting of the manufacturers' association held on the preceding day it was voted that "If the men return to work at once, upon the present basis, an agreement in writing will be made as soon as practicable, and not later than July 1, 1893, for a nine-hour day without a reduction of wages."

This proposition, when laid before the boiler-makers' union, was not received favorably, objection being made to postponing the change to so late a day, when it was believed that some of the manufacturers were ready to make the change at once.

Immediately after the action of the union became known, conferences took place between the union committees and individual employers,

and, one by one, agreements were made which provided for a nine-hour day, without reduction of wages, to take effect in some shops on May 2, 1893, and in others on Sept. 1, 1893. The agreements were to stand for two years, either party being entitled to three months' notice of any proposed change.

KENNY & CLARK—BOSTON.

An application was received on May 3 from the stablemen employed by Kenny & Clark of Boston, livery-stable keepers, alleging that "an excessive amount of labor is required for the compensation paid, the men working seven days for \$10, and would respectfully represent that \$11 is a reasonable remuneration and is now paid for similar work by some of the largest concerns in the business."

The workmen requested the services of the Board to bring the matter to the attention of their employers, and accordingly the Board called upon the firm and laid before them the application of their men. The firm replied that the demand came from men employed in their new stable on the Back Bay and could not be complied with for good business reasons, and because in the regular course of things business would be much reduced in that stable in the following two or three weeks, so that many of the men would be discharged for want of work. It was stated also that the wages

then paid were fair, and fully up to the wages paid by their competitors.

The result of the interview was reported to the representative of the workmen, and the matter was allowed to subside without further action.

ARLINGTON MILLS — LAWRENCE.

The Board was notified by telegraph on May 6 of a strike of two hundred weavers employed in the Arlington Mills at Lawrence, and at the same time the presence of a member of the Board was desired at a meeting to be held on that day. The request was complied with, and a written statement was presented alleging that the cause of the strike was a proposed reduction which was to take effect on May 15. The interposition of the Board was asked, and accordingly the Board called on the treasurer of the corporation at Boston. He confirmed the report that reductions were to be made on some qualities of goods, amounting to about ten per cent. He stated that the reduction was made for business reasons, and to equalize more nearly the earnings of the weavers. It was claimed that, even under the reduced prices, the weavers could earn at least five per cent. more than was earned in other mills for work substantially the same. He declined to re-establish the old prices or to pay

any premium, and as the employees had seen fit to strike, he would not consent to any arbitration, but unless they returned to work he should either discontinue the making of the fabrics in question or hire other weavers.

The result of this interview was reported promptly to the weavers interested, the Board saying that while the Board could not properly approve of any particular rate of wages without an investigation into all the circumstances, yet there was no hesitation in advising and urging a careful consideration of the whole situation, with a view to such a conclusion as would be of the greatest practical advantage to them.

After due consideration it was voted to return to work on the tenth; and the controversy came to an end.

**SMITH & ANTHONY STOVE COMPANY—
WAKEFIELD.**

On May 8, fifty-two moulders employed by the Smith & Anthony Stove Company, at Wakefield, went on a strike for an increase of 10 per cent. in their wages. On the 10th the Board called upon the officers of the company in Boston, and subsequently an interview was had with the representatives of the striking workmen at Wakefield.

It appeared that there had been some discussion of the question carried on between Mr. Anthony and a committee of the workmen before the strike, but without any result.

The company said that business was dull, competition sharp, and while they were willing to do anything reasonable, they could not afford to pay the wages demanded. The company did not care to start up the works for a fortnight at least, and the men appeared so confident of carrying their point that they did not feel the need of any advice upon the subject; consequently the Board went no further.

Subsequently the Board learned that the men returned to work on July 19 with an increase of wages amounting to 3 per cent. for those who did piece-work. The day hands received the same wages as before.

PLUMBERS' STRIKE—LYNN.

In April last, the Plumbers' Union, No. 77, of Lynn, framed articles of agreement which they desired to take effect on May 1, 1893, and were presented to the several employers of that city for their consideration.

The articles proposed were as follows:—

Prices.

1. First-class men shall receive as wages three dollars and seventy-five cents (\$3.75) per day.
2. Second-class men shall receive as wages three dollars and twenty-five cents (\$3.25) per day.
3. Junior plumbers shall receive as wages three dollars (\$3.00) per day.

Tinsmiths and Gasfitters.

4. Tinsmiths, steamfitters and gasfitters shall not be employed on plumbing work of any kind under any circumstances whatever.
5. The usual hours of labor shall be from 7 in the morning until 5 in the afternoon, allowing one hour for dinner, except on Saturday, which shall be from 7 in the morning until 4 in the afternoon, allowing one hour for dinner.

6. All work outside of the usual hours shall be paid for as double time, namely, night work, Sundays, Washington's Birthday, Fast Day, Decoration Day, July 4, Labor Day, Thanksgiving, Christmas and all other holidays not mentioned. Travelling expenses, board and lodging shall be paid where work is done outside of said Lynn.

7. Eight hours shall constitute a day's work on Saturday, without reduction of pay.

8. No helper shall be allowed to work with the tools, at any time, under any circumstances whatever.

9. Union shops shall employ none but union men, and union men shall work for none but union shops.

On the adoption of this agreement, all previous agreements shall be null and void.

The agreement was signed by a few firms, but most of the master plumbers met and formed an association, and on April 29th notified the union of a request for two weeks more time in which to consider the propositions. Thinking that this was simply a plan to gain time, the union voted to go on strike on May 1 in all shops which had not by that time signed the agreement. Accordingly on that day a strike occurred affecting about thirteen separate firms or individual employers; and on the same day the Tinsmiths' Protective union voted to sustain the action of the plumbers.

Things drifted along for ten days, and then the State Board called upon parties to both sides of the controversy, discussed the situation fully with them and urged the advisability of a conference and settlement. The suggestion was received with favor by all with whom the Board came in contact, and on the 12th formal letters were sent to the employers' association and to the plumbers' union, inviting them to meet each other in the presence of the State Board on the 16th instant. On the evening of the 15th, however, the Board was notified that on that day a settlement had been agreed to by the parties interested.

FAUNCE & SPINNEY—LYNN.

In May, the firm of Faunce & Spinney, of Lynn, shoe manufacturers, proposed to their employees, or some of them, a change from payment by the week to payment by the piece, and the cutters struck.

On the 11th the Board called upon the firm, and subsequently upon the representative of the cutters' union, and assisted in arranging a meeting on the following day.

Subsequently a settlement of the difficulty was reported to the Board.

W. L. DOUGLAS SHOE COMPANY—BROCKTON.

An application was received on May 15 from the W. L. Douglas Shoe Company of Brockton, and the workmen employed as finishers, requesting the Board to fix prices for certain parts of the work of finishing heels and bottoms.

The following decision was rendered on August 2:—

In the matter of the joint application of the W L. Douglas Shoe Company of Brockton and its employees.

PETITION FILED MAY 15.

HEARINGS MAY 19, 27, JULY 24.

The questions submitted in this case arise out of the desire of the company to make some changes in the method of work in the bottom-finishing department. All the items submitted, and set forth in the list hereinafter recommended as the decision of this Board, relate to Goodyear work, except the last item, which refers expressly to the cheaper grade of work, known in this factory as the \$3 shoe.

After giving the case as careful consideration as was practicable, where the opportunities for

comparison were very limited, and the information obtained difficult of application to the matters in hand, the Board recommends that the following prices be paid in the factory of the W. L. Douglas Shoe Company, at Brockton:—

| | PER 24 PAIRS. |
|---|------------------|
| Filing top-pieces, | \$0.03 |
| Copperasing and scouring heel-edges, Rockingham machine, | .09 |
| Blackening heel-edges, | .02½ |
| Stoning heel-edges, Rockingham machine, once, | .05 |
| Putting on heel-key, | .03 |
| Scouring bottoms and top-pieces, | .17 |
| Blackening top-pieces, | .02 |
| Brushing and rolling top-pieces, | .04½ |
| Cutting shanks, | .03 |
| Wetting down foreparts, | .08 |
| Gumming bottoms, | .07½ |
| Polishing bottoms, | .07½ |
| Blackening shanks, new method, | .06 |
| Burnishing shanks with hot iron and wheeling breast and ball, | .12 |
| Faking and brushing shanks, | .05 |
| <hr/> | |
| Blackening shanks, new method, cheaper grade, | 05 |

It was agreed by the representatives of both parties in the presence of the Board, that in case of any change or additions to the work described in the items submitted, prices shall be made by agreement of the company with the representatives of the finishers' union, or by the State Board of Arbitration.

Result. The decision was accepted and acted upon by all concerned.

E. W. MURRAY—BOSTON.

On May 17, fourteen men employed by E. W. Murray, stable-keeper, 18 Stanhope Street, Boston, struck because of the refusal of their employer to pay them an increase of \$1 per week for their services. Five days later a request was made in behalf of the men for the interposition of the Board, and a visit was paid at the office of the employer. He said that he had declined to treat with "outside parties" assuming to represent his late employees, who had left him without trying to have an interview with him. He frankly stated, however, for the information of this Board, that he was paying his men \$10 a week and that he could not afford to pay any more. New men had been hired, and there was nothing to be settled so far as he was concerned.

The substance of the interview was reported to the representative of the former employees, and the Board has not heard anything further about the matter.

BURWELL SHOE COMPANY—LYNN.

A strike occurred in the shoe factory of the Burwell Shoe Company, in Lynn, on May 22, all the employees, fifty or sixty in number, going out because of the introduction of a cheaper grade of goods at lower prices. On the 26th the managers of the company were called upon by a member of the Board and were found to be favorably inclined to the experiment of a "free shop." Some of the strikers also, and their representatives, were seen, who expressed their determination not to settle except upon a "Lynn basis," unless it should be agreed to submit the case to arbitration.

The Board heard nothing further about the matter.

CHIPMAN, CALLEY & CO. — ROCKLAND.

On May 27, 1893, notice was received from the selectmen of Rockland that a strike had occurred in that town on the 24th instant, involving the firm of Chipman, Calley & Co. and the lasters in their employ. On the 29th the Board sought and obtained an interview with the superintendent at the factory, and subsequently with the agent of the workmen. It appeared that the lasters had demanded an increase for lasting Goodyear shoes, viz., from 8 cents to 9 cents, and from 9 cents to 11 cents, according to grade. The superintendent proposed to submit the matter to arbitration, but the workmen refused to agree to that course. After this, lasting machines were set up and new workmen hired.

A conference being suggested by the Board, the superintendent said that he would attend such a conference as was proposed, if the Board should so advise, but that he could not at that stage of the business agree to anything which would conflict with the obligations which he had assumed

in filling the places of the strikers with new men. The workmen, through their agent, expressed confidence in the justice of their demand, but said that the question of attending a conference, under the circumstances, must be referred to their advisory board. A little later, both parties were notified that, under the conditions which then existed, it would, in the opinion of the State Board, be idle to attempt a settlement through a conference, and that the Board would await a more favorable opportunity.

The Board is informed that the conditions at the factory have continued without change, and barring some disagreeable occurrences at first, the firm have been well satisfied with the results attained.

B. F. STURTEVANT COMPANY — BOSTON.

A strike occurred on June 12 at the works of the B. F. Sturtevant Company of Boston, manufacturers of blowers and steam engines. The demand was that the employees should have a nine-hour day, with the same wages as they were then receiving for ten hours. The works were closed down, and the opportunity was availed of for taking account of stock and clearing up. On June 26, after some informal preliminary interviews with the parties concerned, the Board called at the works and received from the superintendent information of the state of affairs.

The Board was informed that the manager, Mr. Foss, had proposed to the workmen, as a basis of settlement, the following :—

1. That the men return to work at the nine-hour day basis, with a reduction of one hour's wages.
2. That those of the men who wished to earn the same rate of wages as before the strike be permitted to work ten hours per day.

3. That all matters now in dispute between the men and the company be submitted to the State Board of Arbitration, whatever the Board decide to be accepted by both sides to the controversy.

The workmen did not see fit to accept the proffered terms, and, business being dull, the company was waiting for new developments.

The workmen were visited at their headquarters, where a meeting was in progress. After some discussion, it was voted to offer to return to work on the basis of fifty-four hours a week, with pay for fifty-seven hours.

The question of arbitration was postponed until a reply should be received from the manager to this proposal. On the same day a printed circular was issued by the manager stating that, "owing to the scarcity of orders, the works will remain closed for the present." The workmen were also informed by the same circular that if work should be resumed in the near future it would be impossible to re-employ all who had gone out.

After about a month of idleness the works were reopened; in process of time a sufficient number of workmen were hired, and most of the old employees eventually returned without any formal action by their organization.

BARNARD & GRAY — BOSTON.

On June 13 a member of the firm of Barnard & Gray of Boston, stable-keepers, informed the Board informally that the stablemen employed by them had struck for an increase of \$1 per week, and had returned to work upon a temporary concession of their demand. The firm, however, as was alleged, could not afford to pay the new wages, \$11 a week, and were considering the advisability of calling in the State Board.

Desired information concerning the Board's methods of proceeding was furnished, and a conference suggested as the best way to effect a settlement, provided the firm should, upon further consideration, deem it necessary to move in the matter.

No further action was requested.

RICE & HUTCHINS—BOSTON.

The following decision was rendered on Oct. 7, 1893:—

In the matter of the joint application of Rice & Hutchins, and the treers employed in their Boston factory.

PETITION FILED AUGUST 31.

HEARINGS SEPTEMBER 5, 11, 13.

In this case the firm asks for a reduction in prices paid for treeing shoes, by reason of improved methods recently adopted in the factory. The workmen on their part desire that specific piece prices be fixed for boot-treed work. After due consideration the Board recommends that the following prices, based upon the methods now in use in the factory, be paid in the Boston factory of Rice & Hutchins:—

| | PER DOZ. PAIRS. |
|--|-----------------|
| Kip Bluchers, | \$0.16 |
| Kip Creedmore, | .16 |
| Kip drivers,. | .16 |
| Kip Arbiter, | .16 |
| Kip Oxford, | .16 |
| Veal calf Plymouth Rock Creedmore, | .18 |
| Split Blucher, | .16 |
| Split Pedro, | .16 |
| Split Creedmore, | .16 |

| | PER DOZ. PAIRS. |
|--|-----------------|
| Kip Alaska, | \$0.16 |
| Split Alaska, | .16 |
| Veal calf 3-buckle drivers Oxford, | .16 |
| Split Bals, | .16 |
| Veal calf Creedmore, | .16 |
| Split plow shoes, | .16 |
| Split brogans, | .16 |
| Veal calf pioneer walking Bals, | .18 |
| A. calf Bals, | .16 |
| Bronko Kaf Bals, | .20 |
| Bronko Kaf Congress, | .20 |
| Elkskin walking Bals, | .20 |
| Elkskin Congress, | .20 |
| Riggs calf, | .20 |
| Veal calf Dixie tie, lined, | .18 |
| Veal calf comfort tie, lined, hand welt, | .20 |
| Split Creoles, | .16 |
| P. calf brogans, | .18 |
| Hand-welt shoes, boot-treed, | .42 |
| High-cut drivers, boot-treed, | .50 |
| Kip comfort tie, boot-treed, | .33 |
| Calf California driver, boot-treed, | .45 |
| Drillers' Balmorals, boot-treed, | .33 |
| Low-cut calf Oxford, boot-treed, | .33 |
| Kip 3-buckle drivers, boot-treed, buckles to be put on after treeing, | .33 |
| Treeing samples, per hour, | .30 |

Result. The decision was accepted and acted upon by all concerned.

LEONARD & BARROWS — MIDDLEBOROUGH.

On September 13 a notice in writing was received by the Board from John D. Dullea, representing stitchers lately employed by Leonard & Barrows of Middleborough, shoe manufacturers, stating that on August 23 the firm had locked out their stitchers because of their refusal to work at reduced prices, and requesting the intervention of the State Board.

On September 18 the Board went to Middleborough, called upon the firm at the factory, and subsequently met a large number of the stitchers and their agents. The facts of the situation did not encourage the belief that any settlement could be effected except upon the lines previously laid down by the firm. Advice of a general nature was given, and later, on October 6, the agent of the stitchers requested that the Board give a public hearing in Middleborough. After due consideration the Board decided that such a course would not be likely to produce any good result and that it was not expedient to have such a hearing.

Accordingly the following letter was addressed to the agent of the stitchers:—

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Oct. 7, 1893.

Mr. JOHN D. DULLEA, *representing stitchers lately employed by
Leonard & Barrows of Middleborough.*

SIR:—Upon the application presented by you on September 13, alleging that a lockout had occurred, the Board went to Middleborough on September 18 and were met by a considerable number of the stitchers and their representatives, and subsequently called upon the firm.

It appeared that the decision rendered by this Board in March last, concerning prices for stitching in this factory, had been adhered to by all concerned down to the date agreed upon, July 1, 1893; that on or about August 2, the firm began to close down, and about the middle of the month work in all the departments had stopped. On or about the 23d of the same month, the firm sent for the stitchers and notified them of proposed reductions on thirteen items which were specified, and the operators were requested to signify their consent to work under the changed list by signing a paper, or at least by giving their names to the foreman. The stitchers objected that under the Board's decision they had submitted to material reductions in their earnings, and thought it hard to cut them down further; but said that if the firm was influenced by the general stringency in

the money market or the prevailing depression in business, they would submit to the further reductions demanded, provided the reductions might be considered temporary and not to be insisted upon when business should become better.

The answer of the firm was that their work must be done at the reduced rates, that they could get their work done at Lynn at the reduced prices, and no encouragement was offered that the wages would be restored at any time.

The operatives were unwilling to do this, and have not worked in the factory since. The Board found a few inexperienced stitchers at work, but orders were not pressing and the firm professed not to be greatly embarrassed for want of help, although they said that they would like to have most of their old employees back again.

After calling upon the firm, the Board reported to the stitchers the substance of the interview, setting forth the uncompromising attitude of the firm, and counseling a wise moderation, considering the dulness of trade and the comparative abundance of cheap and unskilled labor in the town. The Board said further that from all the information obtained, the prices paid before the shutdown, under the Board's decision, were not, in the opinion of the Board, excessive; and it was not contended by the firm that anything had occurred in their business since the Board's decision was rendered which called for a further reduction in the wages of the stitchers;

but they well knew that it was sometimes necessary to submit to unfavorable conditions because one is obliged to do so, and that it would be well for the stitchers to view the situation in all its aspects and calmly decide what is, on the whole, the best course for them to take, always hoping for an improvement in the near future.

In conclusion, the Board is unable to give any further or different advice at the present time.

Yours respectfully,

BERNARD F. SUPPLE, *Clerk.*

By order of the Board.

Soon after the receipt of this letter, the union stitchers all applied for work at the prices named by the firm, and the controversy was settled.

THOMAS G. PLANT COMPANY—LYNN.

In the latter part of August a controversy arose in the shoe factory of the Thomas G. Plant Company, at Lynn, concerning the wages for setting edges.

On August 23 the workmen in this department were notified that the price to be paid in the future for fair stitch, set twice, on Union machine, would be \$1.20 per case; for red and black fore parts, \$1.05 per case; and for plain black edges, 60 cents per case. The men refused to accept these prices and struck, being joined subsequently by some of the trimmers and randers. The firm thereupon set up four machines of a different make, and established a list of prices supposed to be fair for the new machines. Then the joint board, representing several organizations, presented a price-list for the new machines, which the company declined to accept, for the reason that, if adopted, there would be no saving on the new machines. Then the new men employed quit work, and subsequently the machines were removed and the

Union machines restored. No work was done for some days, until on September 12 the cutters were again set to work.

On the day following, the company proposed to the edge-setters that they return to work at the old rates. The edge-setters insisted that, as a condition, one member of their union who had not joined in the strike must first be discharged. The company then gave notice that all who did not appear on the morning of September 15 would be considered discharged, and any man who remained, or returned to work would be protected and provided with steady work. By this time all departments were affected by the controversy, which in the beginning was with the edge-setters alone, and on September 19 all union employees were ordered out of the factory.

Then the following notice was published in the newspapers: —

NOTICE.

LYNN, MASS., Sept. 14, 1893.

To the Employees of Thomas G. Plant Company: —

This shop will start up Friday morning at 7 o'clock. All workmen in our employ, and who wish to continue in the same, will report promptly at that hour. All workmen not at the shop at 8 o'clock A.M. and ready to go to work will consider themselves discharged, and will please take their kits and call at the office for what money is due them.

We will run our Union edge-setting machine at prices same as we have always paid. At these prices the four workmen who are now on strike have averaged this past season, from January 1 to July 1, \$24, \$25, \$25, \$34 per week, which includes holidays and all other time which they have lost during the six months, which we consider fair pay for down-trodden workmen.

We propose to fill these places and all other places where workmen throw up their job, and pay the prices that are already established at this factory.

Every man who concludes to remain at his post we will assure our protection and steady work whenever there is work.

THOMAS G. PLANT COMPANY.

THOMAS G. PLANT, *President*.

We wish to state to the public that whatever has been published in the Lynn "Daily Item" as to information concerning this matter, the same has been entirely wrong, and in fact without any foundation whatever, and must have been invented by some over-bright young man connected with the "Item." In the future we trust that the "Item" will rely on our good feeling toward them sufficiently to give them correct information whenever we wish to make any statement to the press.

T. G. P. Co.

New workmen were hired in nearly all the departments and operations were gradually resumed throughout the factory.

The State Board, having received an informal notice of the strike, called on the 21st upon both parties to the controversy and made arrangements for a conference with the Board on the following day. At the conference the whole matter was fully discussed, and the company was induced to make a proposal for a settlement involving the re-employment of all the former operatives, which the Board urged the committee to accept. The committee thereupon expressed themselves favorably to a settlement, but said that for want of authority they must refer the question to the larger body of which they were a part. The company's proposal having been referred to a meeting held on the evening of the same day, was rejected, and all attempts at a settlement were for the time ended.

On September 27 the factory was apparently in full operation and producing results satisfactory to the employer. The strike drifted along aimlessly into November, when it was practically declared off. All the old employees, with few exceptions, applied for work, and most of them were reinstated.

Subsequently, on December 12, the Board was called upon by general officers of the Knights of Labor for the purpose of obtaining information

concerning the case. The information in the possession of the Board was furnished them, with such suggestions as appeared conducive to an amicable understanding with the company. It is understood that, at the time of writing this report, the company is running a "free shop."

NEW ENGLAND PIANO COMPANY—BOSTON.

In the latter part of September the manager of the New England Piano Company of Boston notified his employees of a reduction in wages and requested them to enter into an agreement in writing which read as follows:—

I, the undersigned, in consideration of employment to be furnished me by Thomas F. Scanlan, doing business under the name of the New England Piano Company of the city of Boston, hereby covenant and agree with said company that all money which may accrue to me as wages against said company by reason of said employment shall be paid by me to said company at such times and in such amounts as shall be most agreeable to said company. And upon all payments of money to me made by said company I agree to accept the same and give to said company a sufficient receipt therefor. And in and for the consideration aforesaid I further covenant and agree with said company that I will neither make claim upon nor cause an action of law to be brought against said company (within year from the date of this agreement) for any money which may accrue to me

against said company by reason of any work or labor performed by me for said company.

In testimony whereof I hereto set my hand and seal
this day of 189 .

Some of the employees signed the agreement, but the wood-carvers as a body objected, and quit work on September 25, claiming that they were locked out.

The Board received an informal notification on October 2, and on the following day, after learning the views of the workmen, called on the manager of the company. The objections to the form and substance of his proposed agreement were related to him, but he said that he must adhere to the course already laid out, which he considered to be necessary in the disturbed conditions of trade and finance existing at the time; but at the same time he expressed his willingness to accept some modifications of the written instrument. More particularly, he said that he would reinstate without discrimination all the wood-carvers who were then out, under such arrangements as to amount of work required as might be jointly agreed to by the foreman and the representatives of the workmen; that he would guarantee that a fair average carver should earn not less than \$15 in a week of fifty hours; and that

he would accept a written guaranty from the union that so far as its influence and control over the men extended, the carvers employed by him would not annoy or harass him, if during a period of six months, for business reasons, such as the then existing depression or stringency in the money market, he should fail to pay them the full amount of their wages, as he had heretofore done and as to the best of his ability he should continue to do.

The Board advised the union to accept the form of agreement as modified, but the union was averse to signing any paper in the nature of a contract of the kind proposed, and presented a draft of their own which was promptly rejected by the company.

So far as the Board is informed, no settlement has since been reached.

PLYMOUTH ROCK PANTS COMPANY—BOSTON.

On or about September 8 the cutters employed by the Plymouth Rock Pants Company of Boston were notified of a reduction in wages, and at the same time each cutter received a communication of the following tenor:—

Boston, Sept. 8, 1893.

We are unwilling to treat with you through any union that you may belong to. We desire to treat with our cutters individually. If you desire to retain your present position, will you please sign the memorandum below, and hand it to Mr. Hawes before 12 o'clock Saturday?

Yours truly,

THE PLYMOUTH ROCK PANTS CO.

I hereby signify my willingness to continue to work as cutter at prices of 12 cents for pants, 11 cents for vests, 17 cents for coats, 20 cents for overcoats; hoods and capes, 5 cents each, and opening, 5 cents.

Some negotiations were had with a committee or with individuals, which led to the following letter:—

OFFICE OF THE PLYMOUTH ROCK PANTS COMPANY,

11 to 25 ELIOT STREET, BOSTON, MASS., Sept. 22, 1893.

Mr. O'BRIEN, *for the Cutters.*

DEAR SIR:—Our *final* conclusion in the matter is that we must adhere to the prices that you are now working on. This is going to be a hard fall, and we think it a good deal wiser to put some extra money into the cost of getting the business, rather than into the expense of the goods. This works to your benefit, we think, more, because the more business we get the better for you. As an indication of this, we beg you to notice the many new names of places on the tickets. We shall ask you to give us before 10 o'clock to-morrow a paper signed by each individual, as we before requested; or, if it is an advantage to you, a paper signed by a committee for the cutters.

Our position toward your union is this, as we have constantly repeated: We look upon it simply as an organization that you have a right to belong to as American citizens, just as if you belonged to the Odd Fellows or the Masons, and we are not raising any objections to your belonging to it; but we do not belong to it, and we do not wish to have any relations with it.

Respectfully,

THE PLYMOUTH ROCK PANTS COMPANY,

per C. S. MILLER, *General Manager.*

I believe the coat cutters had an advantage over the pants cutters under the old schedule and that at present they are more equal. You can see Mr. Hawes' figures on this.

The cutters refused to abandon their organization, and quit work on September 29. Other workmen were hired, and the State Board was notified of the controversy, albeit somewhat late in the day. On October 4, the Board, after learning the views of the workmen, obtained an interview with the manager of the company, who exhibited his cutting room, apparently fully supplied with workmen. They were said to be earning on an average \$20 a week, and the company did not know of any controversy which affected their business injuriously or which called for any efforts at a settlement. The result of the Board's inquiries was reported to the workmen for their consideration.

Subsequently, on November 1, the Board, acting by request of some of the workmen who needed and desired work, called upon the company and had an interview with one of the officers, who said, in answer to inquiries, that the company had no objection to re-employing their former cutters and would willingly do so upon application, as vacancies might occur.

MASSACHUSETTS COTTON MILLS—LOWELL.

In the month of September the employees in the several departments of the Massachusetts Cotton Mills of Lowell were notified by the agent that a reduction of wages amounting to about eight per cent. would take effect on September 25. This action was taken in conjunction with other corporations in the city, and was generally acquiesced in. The mule spinners, however, in the Massachusetts Mills refused to accept the reduction, on the ground that their wages were already too low as compared with the wages paid in other manufacturing cities for work of similar quality and amount.

The matter was discussed at meetings of the spinners' union, and at length, on October 7, it was voted to strike against the reduction, which had already gone into effect on September 25, according to the announcement previously made. When it came to the knowledge of the State Board that a strike was threatened, communication was had with the representatives of the workmen

and they were requested to postpone the strike at least until after the Board could meet them and see the agent of the corporation. This request was complied with, and on October 16 the Board went to Lowell. The matters in controversy were fully discussed with a committee of the union, and an interview was also had with the agent of the mills. The latter stated the circumstances which led to the reduction and the necessity therefor from his point of view. He said in effect that there was nothing to arbitrate upon; that the reduction had actually gone into effect; that the wages of the spinners in the Massachusetts Mills compared favorably with other mills in Lowell and the vicinity.

Upon all the information obtained, the Board was convinced that there was an understanding among the several mill corporations which would cause them to stand together in case the spinners in any one mill should strike against the reduction which had been agreed upon.

The committee of the union having expressed through the State Board a wish to meet the agent and discuss the matter with him, the workmen were requested not to strike until the agent's consent or refusal had been received.

On the 21st the Board received a letter from

the agent saying that he had not understood that the Board expected any further communication from him, and adding, "Having received a committee of my spinners and explained my position on the wages question to them, and later to yourselves, I must decline to discuss it further with any one else."

A copy of this letter was at once sent to the representatives of the union, and later, on October 23, the Board expressed its views of the situation in the following letter of advice:—

COMMONWEALTH OF MASSACHUSETTS.

STATE BOARD OF ARBITRATION,
13 BEACON STREET, BOSTON, Oct. 23, 1893.

Messrs. THOMAS F. CONNELLY and JAMES DONELLY, *representing
the Mule Spinners' Union, Lowell, Mass.*

GENTLEMEN:—You are aware that on October 16, the Board, in the performance of its legal duty, and without application from any one concerned in the controversy between your union and the Massachusetts Cotton Mills, visited Lowell, and, after conferring with you, called upon Mr. W. S. Southworth, the agent of the mills.

The facts obtained by us may be stated briefly thus: In September last a printed notice was posted in the Massachusetts Cotton Mills, stating that by reason of depression in trade a reduction of wages had become necessary and would take place on September 25, and,

on or about the date named in the notice, itemized lists of the reductions in the several departments were made known to the employees. This action of the corporation was in accordance with an agreement entered into by all the mills of Lowell, and it was understood that, with certain limitations as to the employees who were paid at the lowest rates, the reduction would be general and uniform throughout the city.

We have not considered it necessary or advisable to make inquiries as to what has been done by other mills in accordance with this understanding, but it appears that the reduction was applied to all departments in the Massachusetts Cotton Mills, and has been acquiesced in, though unwillingly, by all except the spinners. The reduction of the spinners' wages amounted to eight per cent., and is objected to on the ground that even prior to the reduction they were paid less, spindle for spindle, than the spinners employed in New Bedford, Nashua, and other manufacturing cities received for work of a like quality and amount on goods of a similar grade. Under the reduction the spinners in the Massachusetts Cotton Mills receive about \$10.25 a week, while it is alleged that in other places spinners can earn \$12 and upwards under similar conditions.

Reasons are given by the manufacturers why, in their estimation, the rate of wages in Lowell ought to be less than in the cities quoted, but it is not necessary for us to consider now which side has the best of the argument on this question. If the question had been submitted by

the parties to the judgment of the Board, it would then have been the duty of the Board to make a thorough investigation of the subject, with the aid of expert assistants, and decide what, on the whole, were fair wages; but the case does not come to us as a board of arbitration, but rather calls for measures of conciliation and for friendly counsel. The agent of the mills has met a committee of the spinners, his employees, and discussed the reduction with them, and has also talked the case over with this Board. His views are summed up in the statement that the corporation is bound by an association with the other mills, and that this particular corporation cannot afford to pay more than the reduced wages and continue to run the machinery. Under these circumstances the responsibility of acting wisely rests upon you and the organization which you represent, and upon the spinners employed in these particular mills. A reduction is never a pleasant thing to the employees, but the Board has no hesitation in advising the union and the spinners in this case to submit to what appears to be a disagreeable necessity, taking into consideration the general depression in business, the near approach of winter and the already too large numbers of unemployed men and women in all our cities.

It should be borne in mind that this advice is proffered not merely because the Board is averse to strikes and lockouts on general principles, but on any grounds of policy or expediency it would be hard to find a worse time for a strike than the present.

The employees in other departments have accepted the reduction and are entitled to consideration at your hands. It seems fair to assume that a strike of the spinners in these mills would stop all the other departments, at least for a time, and no one can foresee to what extent the conflagration might extend if once started under the auspices of your organization, which, rightly directed, has so many opportunities for benefiting the workmen who belong to it. You will perceive that the advice of the Board is based not upon the merits of the reduction, not upon any opinion that the wages are fair. No opinion is expressed upon that subject, because in truth it is not open. The statement must be dealt with as we find it, practically and in such a way that the operatives and their friends may not be filled with vain regrets when it is too late to advise or help them.

Respectfully yours,

BERNARD F. SUPPLE, *Clerk.*

By order of the Board.

Fortunately for all concerned and for the general welfare of the city of Lowell, the spinners, at a meeting of their union held on November 3, voted to accept the advice of the Board, and the question of a strike was indefinitely postponed.

STRIKE OF GARMENT WORKERS—BOSTON.

On October 28 the Board received from members of the Clothing Cutters' and Trimmers' Union of Boston the following letter, addressed to their union:—

To the Clothing Cutters' and Trimmers' Union.

Your body is no doubt aware of the boycott at present existing against the majority of the wholesale clothing merchants in Boston, the practical operation of which, we assume, is to drive more or less business from our market to other cities outside the State, and in so far as that is concerned we take it for granted your organization is interested.

The satisfactory and honorable relations existing between the union and the clothing merchants in the past lead us to inform you of the present deplorable condition of the trade in Boston and to notify you that, unless this boycott is removed, the merchants of Boston, through self-protection, will be forced, at least for a time, to suspend all manufacturing operations, including, of course, cutting and trimming.

Most respectfully,

THE EXECUTIVE COMMITTEE OF THE
CLOTHING MANUFACTURERS' ASSOCIATION.

Boston, Oct. 27, 1893.

This letter accompanied an application signed by John P. Lane and John E. McKenna, members of the Clothing Cutters' and Trimmers' Union, stating: "We are informed and believe that a lockout in Boston, in this Commonwealth, is threatened, involving the Clothing Manufacturers' Association of Boston and their employees. Said association comprises about thirty firms or corporations engaged in the manufacture of men's, boys' and children's clothing; that about seven thousand persons are employed in Boston by the firms composing the association, besides many more in other places." It was further stated that according to the information and belief of the applicants "the lockout is threatened because of a boycott which is in operation against the majority of the firms in the association;" and the services of the Board were requested for a settlement.

The Board at once called upon the president of the manufacturers' association, who said, in answer to the inquiries of the Board, that the letter of October 27, a copy of which was given above, was rightly taken to foreshadow a general shut-down in the trade in Boston unless the boycott should be stopped.

An interview was also had with a committee of the garment workers, and in consequence of

these interviews the Board invited both parties to meet, by their respective committees, in the presence of the Board for a conference with a view to an agreement. This meeting took place on November 3, and was renewed on November 6.

It appeared that the boycott had been in operation for several weeks and was carried on by means of printed circulars sent to the customers of the Boston manufacturers, which stated, either directly or by implication, that the particular firm or company referred to was having garments made under conditions not conducive to health and cleanliness. These circulars were bitterly denounced by the manufacturers as untrue and injurious to the reputation for honest dealing which they had for many years enjoyed and which was highly valued by them. It appeared that legal proceedings had been instituted for the purpose of preventing the issue of the circulars, but this was not much dwelt upon at the conference with the Board, for the reason that the efforts of the Board must necessarily be directed solely to the settlement of the whole dispute.

Four propositions were presented by the committee of garment workers as the basis of an agreement to be entered into for one year. These propositions provided in effect that the members

of the association should have all their tailoring done in Boston as far as possible, and, conditions being equal, they should give the preference to Boston tailors on all garments; that the employees should be paid in full at the end of each week, and in case of the failure of a contractor to pay his men the manufacturers should withdraw their work from him until he should have given the manufacturer a bond or other satisfactory security binding him to pay his employees in full.

The foregoing stipulation would, in the opinion of the Board, have been agreed to, had not the union also insisted that the manufacturers should adopt the clearance-card system, and the union label to be attached to each garment. These two demands the manufacturers firmly declined to accede to, and therefore no agreement was arrived at.

The threatened lockout, however, did not occur, and later in January the committees met again to consider the matter of settlement, asking and obtaining from the Board a statement of the points discussed and formulated at the conferences before mentioned. At the time of making this report (February 1) there is a good prospect that the demand for the adoption of the union label will be dropped and an agreement fairly acceptable to all parties arrived at.

TIN AND SHEET IRON WORKERS—BOSTON.

About four hundred members of the Tin, Sheet Iron and Cornice Makers' Union of Boston went on strike November 6 to enforce a demand for a nine-hour day with minimum wages at \$3 a day. Two days later the several employers doing business in Boston met and voted, as the sense of the meeting, that on and after the first Monday of January, 1894, they would consider nine hours a working day. This was intended as a concession of the shorter day, with a postponement in order that contracts already made on the ten-hour basis might be completed without loss. This proposition was published in the newspapers and communicated by individual employers to their respective workmen, but no communication was sent to the union. It was not accepted, except in a few individual cases. The Building Trades Council took up the cause of the striking tinsmiths, and when, on November 10, the Board called on the committee of the workmen, the latter were found to be confident of success and did not feel the need

of the Board's services. The employers, however, with few exceptions, stood firm against the demands of the union, and, indeed, refused to recognize its existence; and as time went on the workmen felt more and more keenly the need of work for the support of themselves and their families.

At length the State Board renewed its attempts to effect a settlement, and this time the workmen responded on December 13, saying:—

The men have voted, as the sense of a meeting called for that purpose, that we have always desired the opportunity to place our case before the manufacturers, and to-day believe that an opportunity to meet the employers, either before your Board or under other circumstances, could not fail to result satisfactorily and harmoniously to both sides.

As a proof of our desire from the first, for harmony, we enclose the proposition issued to the employers, and which they have never acknowledged or stated their views or opinion of. Such a meeting that would allow the views of both sides to be exchanged could have but one result,—harmony.

A copy of the above was furnished to the employers through the officers of their association, and the Board invited both employers and workmen to a conference in the presence of the Board. In response to this invitation came on the day

appointed a committee representing the striking workmen and their union, and two members of the employers' association. The situation was discussed in its various aspects, and the workmen appeared desirous of coming to some agreement that would put an end to the controversy. But the employers were unwilling to recognize the union in any manner, and, so far as appeared, were well enough contented with the men they already had hired. They certainly did not manifest any interest in a settlement by agreement with the union.

So far as the Board is informed there has been no material change in the situation.

BOSTON NEWSPAPERS—BOSTON.

On December 9 applications were received from the Globe Newspaper Company, the Journal Newspaper Company, the Advertiser Newspaper Company and the Boston Herald Company. The applications were separate, but presented one and the same statement: "That Typographical Union No. 13, which assumes to make the scale under which our compositors work, refuses to confer with us on a scale for typesetting machines, involving, as we understand it, the question of the number of hours of labor per day and week."

Notice of the filing of these applications was at once given to Augustine McCraith, secretary of Typographical Union No. 13, and a request made that the Board should be informed what action the compositors would take with regard to joining in the applications. After some delay, the following reply was received:—

BOSTON TYPOGRAPHICAL UNION No. 13,
TYPO HALL, 724 WASHINGTON STREET, BOSTON, Dec. 26, 1893.
BERNARD F. SUPPLE, *Clerk State Board of Arbitration.*

DEAR SIR:—In answer to yours in reference to applications of certain newspapers, I am instructed to say:—

The "Boston Post," the only newspaper using type-setting machine in this city at this time, is working under the scale to which aforesaid newspapers object, and since its adoption some months ago has made no complaint, and we are reliably informed is satisfied with the arrangement.

It is evident that the intention of the several managers of these papers, in asking for arbitration, is to secure a modification of this scale.

Such action, we are of opinion, would be unfair to the "Post," and therefore cannot be allowed by us. It is true that your Board might also take this view of the matter; yet there is an element of risk which we would not be justified in assuming under the circumstances.

And, further, if, as the appellants claim, the present scale is impracticable, which we do not for one moment admit, this claim can be much better demonstrated by practice rather than theory, and therefore, if any changes must be made, we submit that we will be in a much better position to decide when these offices actually operate the machines, which they are not doing as yet; so that, as a matter of fact, there is nothing before us demanding arbitration.

Added to the above, we know, of course, one request of the employers is that the time of labor be increased one hour. As to this, the machines will throw out of employment a large number of men. With the already overcrowded labor market, such action would be decidedly inexpedient and ought not to be considered on the mere

statement, unsubstantiated by facts, that such a change is necessary.

Respectfully,

AUG. McCRAITH, *Secretary*.

The effect of the above communication was to leave the newspaper companies exactly where they were before the Board was called in. But subsequently negotiations were resumed with good prospect of an understanding being arrived at.

J. W. THOMPSON & CO. — MILLIS.

On December 11 the Board went to Millis upon request of the firm of J. W. Thompson & Co., and some of their employees who objected to certain proposed reductions.

The factory had just started up, and a joint application was signed, by which it was left to the Board to ascertain and fix fair prices upon the items in question. The decision will appear in the report of next year's doings.

The foregoing annual report is respectfully submitted.

CHARLES H. WALCOTT,
RICHARD P. BARRY,
RICHARD E. WARNER,

State Board of Arbitration and Conciliation.

Boston, Feb. 1, 1894.

APPENDIX.

APPENDIX.

Laws providing for the settlement of disputes between employers and employees by means of mediation, conciliation and arbitration have been enacted in California, Colorado, Iowa, Kansas, Maryland, Massachusetts, Michigan, Missouri, New Jersey, New York, Ohio and Pennsylvania; but State boards have not been established for the purpose, except in Massachusetts, New York, California, Ohio and New Jersey. An act of the Legislature of the State of Michigan, approved July 3, 1889, authorized the Governor of that State to appoint a State board of mediation and arbitration, but thus far the Governor has failed to exercise the authority thus conferred upon him. The law of Colorado provides that when differences arise between employers and employees, threatening to result or resulting in a strike or lockout, it shall be the duty of the Commissioner of the Bureau of Labor Statistics to mediate between the parties to the controversy, if either party request his intervention. Similar powers are conferred upon the Commissioner of Labor Statistics of the State of Missouri, and he is also authorized, under certain circumstances, to form local boards of arbitration and act as the president thereof. The laws of Iowa, Kansas, Maryland and Pennsylvania simply authorize the courts to appoint tribunals of voluntary arbitration when the parties to labor disputes petition for or consent to their appointment; the jurisdiction of each of such tribunals being limited to the county or portion of the State in which the dispute may arise.

The law of Massachusetts concerning arbitration and

conciliation is as follows, being chapter 263 of the Acts of 1886, entitled "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," as amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385; also St. 1892, chapter 382:—

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request.

When notice has been given as aforesaid, each of the parties

to the controversy, the employer on the one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary travelling expenses.* Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

SECT. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either

* See further as to experts, their duties and compensation, St. 1892, c. 382 *post.*

party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

SECT. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Com-

monwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth; and both before and after said date they shall be allowed their necessary travelling and other expenses, which shall be paid out of the treasury of the Commonwealth.

[St. 1892, chapter 382.]

An Act relating to the duties and compensation of expert assistants appointed by the state board of arbitration and conciliation.

Be it enacted, etc., as follows :

SECTION 1. In all controversies between an employer and his employees in which application is made to the state board of arbitration and conciliation, as provided by section four of chapter two hundred and sixty-three of the acts of the year eighteen hundred and eighty-six as amended by section three of chapter two hundred and sixty-nine of the acts of the year eighteen hundred and eighty-seven, and by section one of chapter three hundred and eighty-five of the acts of the year eighteen hundred and ninety, said board shall appoint a fit person to act in the case as expert assistant to the board. Said expert assistants shall attend the sessions of said board when required, and no conclusion shall be announced as a decision of said board, in any case where such assistants have acted, until after notice given to them, by mail or otherwise, appointing a time and place for a final conference between said board and expert assistant on the matters included in the proposed decision. Said expert assistants shall be privileged to submit to the board, at any time before a final decision shall be determined upon and published, any facts, advice, arguments or suggestions which they may deem applicable to the case. They shall be sworn to the faithful discharge of their duties by any member of said board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive for their services from the treasury of the Commonwealth the sum of seven dollars for each day of actual service, together with all their necessary travelling expenses.

SECT. 2. This act shall take effect upon its passage. [*Approved June 15, 1892.*]

The laws of other States providing for arbitration, conciliation or mediation are here given : —

CALIFORNIA.

An Act to provide for a State Board of Arbitration for the settlement of Differences between Employers and Employes, to define the duties of said Board, and to appropriate the sum of twenty-five hundred dollars therefor.

The People of the State of California, represented in Senate and Assembly, do enact as follows :

SECTION 1. On or before the first day of May of each year, the Governor of the State shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employes, and the third man shall represent neither, and shall be chairman of the Board. They shall hold office for one year and until their successors are appointed and qualified. If a vacancy occurs, as soon as possible thereafter the Governor shall appoint someone to serve the unexpired term; *provided, however,* that when the parties to any controversy or difference, as provided in section two of this Act, do not desire to submit their controversy to the State Board, they may by agreement each choose one person, and the two shall choose a third, who shall be chairman and umpire, and the three shall constitute a Board of Arbitration and Conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the State Board. The members of said Board or Boards, before entering upon the duties of their office, shall be sworn faithfully to discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this Act.

SECTION 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership, or corporation, which, if not arbitrated, would involve a strike or lockout, and his employes, the Board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or

both, to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the Board.

SECTION 3. Said application shall be signed by said employer, or by a majority of his employés in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lock out or strike, until the decision of said Board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon the receipt of said application, the Chairman of said Board shall cause public notice to be given of the time and place for hearing. Should the petitioners fail to keep the promise made therein, the Board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay the extra cost of the Board entailed thereby. The Board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

SECTION 4. The decision rendered by the Board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further bound by the conditions thereof after the expiration of sixty days or any time agreed upon by the parties, which agreement shall be entered as a part of the decision. Said notice may be given to the employés by posting a notice thereof in three conspicuous places in the shop or factory where they work.

SECTION 5. Both employers and employés shall have the right at any time to submit to the Board complaints or grievances and ask for an investigation thereof. The Board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned, and publish the result of their investigations as soon as possible thereafter.

SECTION 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also their necessary travelling and other expenses incident to the duties

of their office shall be paid out of the State Treasury ; but the expenses and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for the two years.

SECTION 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the State Treasury not otherwise appropriated, for the expenses of the Board for the first two years after its organization.

SECTION 8. This Act shall take effect and be in force from and after its passage. [*Approved March 10, 1891.*]

COLORADO.

Section nine of the law creating the Bureau of Labor Statistics of the State of Colorado makes the following provision for the settlement of labor disputes :

§ 9. If any difference shall arise between any corporation or person, employing twenty-five or more employes, and such employes, threatening to result, or resulting in a strike on the part of such employes, or a lockout on the part of such employer, it shall be the duty of the commissioner, when requested so to do by fifteen or more of said employes, or by the employers, to visit the place of such disturbance, and diligently seek to mediate between such employer and employes.

IOWA.

An Act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes.

Be it enacted by the General Assembly of the State of Iowa :

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of dis-

putes between employers and employed in the manufacturing, mechanical or mining industries.

§ 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry; provided, that at the time the petition is presented the judge before whom such petition is presented may, upon motion, require testimony to be given as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the people to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued, a license, substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing or mining industry or business who shall have petitioned for the tribunal or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal from three names presented by the members of the tribunal remaining in that class in which the vacancies occur. The removal of any member to an adjoining county shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a

tribunal already existing in an adjoining county. The place of umpire in any of said tribunals, and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives of both employers and workmen constituting the tribunal, immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal, by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

§ 5. The said tribunal shall consist of not less than two employers or their representatives and two workmen or their representatives. The exact number which shall in each case constitute the tribunal shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened, shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or, if such majority cannot be had after two votes, then by secret ballot or by lot, as they prefer.

§ 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light, and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court-house, or elsewhere, for the use of said tribunal, shall be provided by the county board of supervisors.

§ 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute; provided, that the tribunal may unanimously direct that, instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such account-

ant shall be sworn to well and truly examine such books, documents and accounts as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing and presented to said accountant, which statement shall be signed by the members of said tribunal or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute shall not be permitted to appear or take part in any of the proceedings of the tribunal or before the umpire.

§ 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence or other questions, in conducting the inquiries there pending, shall be final. Committees of the tribunal, consisting of an equal number of each class, may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear and settle the same finally, when it can be done by a unanimous vote; otherwise the same shall be reported to the full tribunal and be there heard, as if the question had not been referred. The said tribunal, in connection with the said umpire, shall have power to make or ordain and enforce rules for the government of the body when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Iowa.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing, shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal, and if the award is for a specific sum

of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon; and when the award is for a specific sum of money, may issue final and other process to enforce the same.

§ 10. The form of the joint petition or agreement praying for a tribunal under this act, shall be as follows :

To the district court of county (or to a judge thereof, as the case may be) :

The subscribers hereto, being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry) trade, and having agreed upon A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen, as members of said tribunal, who each are qualified to act thereon, pray that a license for a tribunal in the trade may be issued to said persons named above.

| EMPLOYERS. | Names. | Residence. | Works. | Number employed. |
|------------|--------|------------|--------|------------------|
| | | | | |

| EMPLOYEES. | Names. | Residence. | By whom employed. |
|------------|--------|------------|-------------------|
| | | | |

§ 11. The license to be issued upon such petition may be as follows :

STATE OF IOWA, } ss.:
County. }

Whereas, The joint petition and agreement of four employers (or representatives of a firm, corporation or individual employing twenty men, as the case may be) and twenty workmen have been presented to this court (or if to a judge in vacation, so state), praying the crea-

tion of a tribunal of voluntary arbitration for the settlement of disputes in the trade within this county, and naming A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen; now, in pursuance of the statute for such case made and provided, said named persons are hereby licensed and authorized to be and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers and workmen, for the period of one year from this date, and they shall meet and organize on the day of, A. D. at

Signed this day of, A. D.

.....,
Clerk of the District Court of County.

§ 12. When it becomes necessary to submit a matter in controversy to the umpire, it may be in form, as follows:

We, A, B, C, D and E, representing employers, and G, H, I, J and K, representing workmen, composing a tribunal of voluntary arbitration, hereby submit and refer unto the umpirage of L (the umpire of the tribunal of the trade) the following subject matter, viz.: (Here state fully and clearly the matter submitted) and we hereby agree that his decision and determination upon the same shall be binding upon us and final and conclusive upon the questions thus submitted, and we pledge ourselves to abide by and carry out the decision of the umpire when made.

Witness our names this day of, A. D.

(Signatures.)
.....

§ 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court.

Approved March 6, 1886.

KANSAS.

An Act to establish boards of arbitration, and defining their powers and duties.

Be it enacted by the Legislature of the State of Kansas:

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition, as hereinafter provided, it shall be

of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon; and when the award is for a specific sum of money, may issue final and other process to enforce the same.

§ 10. The form of the joint petition or agreement praying for a tribunal under this act, shall be as follows :

To the district court of county (or to a judge thereof, as the case may be) :

The subscribers hereto, being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry) trade, and having agreed upon A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen, as members of said tribunal, who each are qualified to act thereon, pray that a license for a tribunal in the trade may be issued to said persons named above.

| EMPLOYERS. | Names. | Residence. | Works. | Number employed. |
|------------|--------|------------|--------|------------------|
| | | | | |

| EMPLOYEES. | Names. | Residence. | By whom employed. |
|------------|--------|------------|-------------------|
| | | | |

§ 11. The license to be issued upon such petition may be as follows :

STATE OF IOWA, { ss.:
County. }

Whereas, The joint petition and agreement of four employers (or representatives of a firm, corporation or individual employing twenty men, as the case may be) and twenty workmen have been presented to this court (or if to a judge in vacation, so state), praying the crea-

tion of a tribunal of voluntary arbitration for the settlement of disputes in the trade within this county, and naming A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen; now, in pursuance of the statute for such case made and provided, said named persons are hereby licensed and authorized to be and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers and workmen, for the period of one year from this date, and they shall meet and organize on the day of, A. D. at

Signed this day of, A. D.

.....
Clerk of the District Court of County.

§ 12. When it becomes necessary to submit a matter in controversy to the umpire, it may be in form, as follows :

We, A, B, C, D and E, representing employers, and G, H, I, J and K, representing workmen, composing a tribunal of voluntary arbitration, hereby submit and refer unto the umpirage of L (the umpire of the tribunal of the trade) the following subject matter, viz.: (Here state fully and clearly the matter submitted) and we hereby agree that his decision and determination upon the same shall be binding upon us and final and conclusive upon the questions thus submitted, and we pledge ourselves to abide by and carry out the decision of the umpire when made.

Witness our names this day of, A. D.

(Signatures.)
.....

§ 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court.

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KANSAS.

An Act to establish boards of arbitration, and defining their powers and duties.

Be it enacted by the Legislature of the State of Kansas :

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition, as hereinafter provided, it shall be

the duty of said court, or judge, to issue a license, or authority, for the establishment, within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlement of disputes between employers and employed, in the manufacturing, mechanical, mining and other industries.

§ 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county, who are employers within the county; provided, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining or other industry, who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in

the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it; provided, that said award may be impeached for fraud, accident or mistake.

§ 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

§ 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

§ 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

§ 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute, nor with any of the provisions of the constitution and laws of the State; provided, that the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible in cases of emergency.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing, and signed by the members of the tribunal or a majority thereof, or

the duty of said court, or judge, to issue a license, or authority, for the establishment, within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlement of disputes between employers and employed, in the manufacturing, mechanical, mining and other industries.

§ 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county, who are employers within the county; provided, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining or other industry, who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in

the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it; provided, that said award may be impeached for fraud, accident or mistake.

§ 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

§ 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

§ 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

§ 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute, nor with any of the provisions of the constitution and laws of the State; provided, that the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible in cases of emergency.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing, and signed by the members of the tribunal or a majority thereof, or

by the parties submitting the same ; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final ; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal ; and if the award is for a specific sum of money, said award of money, or the award of the tribunal when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon ; and when the award is for a specific sum of money, may issue final and other process to enforce the same ; provided, that any such award may be impeached for fraud, accident or mistake.

§ 10. The form of the petition praying for a tribunal under this act shall be as follows :

To the district court of county (or a judge thereof, as the case may be) : The subscribers hereto, being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued to be composed of four persons and an umpire, as provided by law.

MARYLAND.

An Act to provide for the reference of disputes between employers and employes to arbitration.

SECTION 1. Be it enacted, by the General Assembly of Maryland, that whenever any controversy shall arise between any corporation incorporated by this State in which this State may be interested as a stockholder or creditor, and any person in the employment or service of such corporation, which, in the opinion of the board of public works, shall tend to impair the usefulness or prosperity of such corporation, the said board of public works shall have power to demand and receive a statement of the grounds of said controversy from the parties to the same ; and if, in their judgment, there shall be occasion so to

do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration; and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of said board of public works to provide in due form for the submission of the said controversy to arbitration, in such manner that the same shall be finally settled and determined; but if the said corporation or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said board of public works to examine into and ascertain the cause of said controversy, and to report the same to the next general assembly.

§ 2. All subjects of dispute arising between corporations, and any person in their employment or service, and all subjects of dispute between employers and employes in any trade or manufacture, may be settled and adjusted in the manner heretofore mentioned.

§ 3. Whenever such subjects of dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in the manner following, that is to say: Where the party complaining and the party complained of shall come before, or agree by any writing under their hands, to abide by the determination of any judge or justice of the peace, it shall be lawful for such judge or justice of the peace to hear and finally determine in a summary manner the matter in dispute between such parties; but if such parties shall not come before, or agree to abide by the determination of such judge or justice of the peace, but shall agree to submit their said cause of dispute to arbitrators appointed under the provisions of this article, then it shall be lawful for any such judge or justice of the peace, and such judge or justice of the peace is hereby required, on complaint made before him, and proof that such agreement for arbitration has been entered into, to appoint arbitrators for settling the matters in dispute; and such judge or justice of the peace shall then and there propose no less than two nor more than four persons, one-half of whom shall be employers and the other half employes, acceptable to the parties to the dispute, respectively, who, together with such judge or justice of the peace, shall have full power finally to hear and determine such dispute.

§ 4. In all such cases of dispute as aforesaid, as in all other

cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a mode different from the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode of arbitration shall be final and conclusive between the parties. It shall be lawful in all cases for an employer or employe, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

§ 5. Every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which said judge presides, and of the justice of the peace determining the same; and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or non-suit; and every award made by arbitrators appointed by any judge or justice of the peace under the provisions of this article shall be returned by said arbitrators to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as if said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgment of said court, and execution thereon shall be awarded as upon verdict, confession or non-suit; and in all proceedings under this article, whether before a judge or justice of the peace or arbitrators, costs shall be taxed as they are now allowed by law in similar proceedings, and the same shall be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon; and if it shall appear to the court within that time that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon.

MICHIGAN.

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a State court of mediation and arbitration.

SECTION 1. The People of the State of Michigan enact, That whenever any grievance or dispute of any nature shall

arise between any employer and his employes, it shall be lawful to submit the same in writing to a court of arbitrators for hearing and settlement, in the manner hereinafter provided.

§ 2. After the passage of this act the Governor may, whenever he shall deem it necessary, with the advice and consent of the Senate, appoint a State court of mediation and arbitration, to consist of three competent persons, who shall hold their terms of office, respectively, one, two and three years, and upon the expiration of their respective terms the said term of office shall be uniformly for three years. If any vacancy happens by resignation or otherwise he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said court shall have a clerk or secretary, who shall be appointed by the court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the court and also all documents, and to perform such other duties as the said court may prescribe. He shall have power, under the direction of the court, to issue subpoenas, to administer oaths in all cases before said court, to call for and examine all books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said court.

§ 3. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the court may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the court or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be law-

ful for the parties to submit the same directly to said State court, and shall jointly notify said court or its clerk, in writing, of such grievance or dispute. Whenever such notification to said court or its clerk is given, it shall be the duty of said court to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said court, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lock-out or strike, until the decision of said court, provided it shall be rendered within ten days after the completion of the investigation. The court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony, under oath, in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

§ 5. After the matter has been fully heard the said board, or majority of its members, shall, within ten days, render a decision thereon in writing, signed by them, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 6. Whenever a strike or lock-out shall occur or is seriously threatened, in any part of the State, and shall come to the knowledge of the court, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lock-out and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the court is hereby authorized to subpoena witnesses, compel their attendance, and send

for persons and papers, in like manner and with the same powers as it is authorized to do by section four of this act.

§ 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest routes in getting to and returning from the place where attendance is required by the court, to be allowed by the board of State auditors upon the certificate of the court. All subpoenas shall be signed by the secretary of the court, and may be served by any person of full age authorized by the court to serve the same.

§ 8. Said court shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the court, and such suggestions as to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and the wage-earning.

§ 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the State. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to exceed twelve hundred dollars, without per diem, per year, payable in the same manner.

§ 10. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place.

Approved July 3, 1889.

MISSOURI.

An Act to provide for a Board of Mediation and Arbitration for the settlement of differences between employers and their employes.

Be it enacted by the General Assembly of the State of Missouri, as follows:

SECTION 1. Upon information furnished by an employer of laborers, or by a committee of employes, or from any other reliable source, that a dispute has arisen between employers and employes, which dispute may result in a strike or lock-out, the commissioner of labor statistics and inspection shall at once visit the place of dispute and seek to mediate between the parties, if, in his discretion, it is necessary so to do.

§ 2. If a mediation cannot be effected, the commissioner may, at his discretion, direct the formation of a board of arbitration, to be composed of two employers and two employes engaged in a similar occupation to the one in which the dispute exists, but who are not parties to the dispute, and the commissioner of labor statistics and inspection, who shall be president of the board.

§ 3. The board shall have power to summon and examine witnesses and hear the matter in dispute, and, within three days after the investigation, render a decision thereon, which shall be published, a copy of which shall be furnished each party in dispute, and shall be final, unless objections are made by either party within five days thereafter; provided, that the only effect of the investigation herein provided for shall be to give the facts leading to such dispute to the public through an unbiased channel.

§ 4. In no case shall a board of arbitration be formed when work has been discontinued, either by action of the employer or the employes; should, however, a lock-out or strike have occurred before the commissioner of labor statistics could be notified, he may order the formation of a board of arbitration upon resumption of work.

§ 5. The board of arbitration shall appoint a clerk at each session of the board, who shall receive three dollars per day for his services, to be paid, upon approval by the commissioner of labor statistics, out of the fund appropriated for expenses of the bureau of labor statistics.

Approved April 11, 1889.

NEW JERSEY.

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a state board of arbitration.

SECTION 1. That whenever any grievance or dispute of any nature growing out of the relation of employer and employes shall arise or exist between employer and employes, it shall be lawful to submit all matters respecting such grievance or dispute, in writing, to a board of arbitrators, to hear, adjudicate and determine the same; said board shall consist of five persons; when the employes concerned in any such grievance or

dispute as aforesaid are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board; in case the employes concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbitrators for said board, and said board shall be organized as hereinbefore provided; and in case the employes concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

§ 2. That any board as aforesaid selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration; upon the presentation of said petition it shall be the duty of the said judge to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination; the said petition and order or a copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

§ 3. That the arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act; when the said board is ready for the transaction of business, it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing; the chairman shall have power to administer oaths and to issue subpoenas for

the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of record or the judges thereof in this state; the board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matters in dispute.

§ 4. That after the matter has been fully heard, the said board or a majority of its members shall, within ten days, render a decision thereon, in writing, signed by them, giving such details as will clearly show the nature of the decision and the matters adjudicated and determined; such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided; the adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the state board of arbitration hereinafter mentioned, together with the testimony taken before said board.

§ 5. That when the said board shall have rendered its adjudication and determination its powers shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such persons may submit their differences to the said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such other difference or differences.

§ 6. That within thirty days after the passage of this act the governor shall appoint a state board of arbitration, to consist of three competent persons, each of whom shall hold his office for the term of five years; one of said persons shall be selected from a bona fide labor organization of this state. If any vacancy happens, by resignation or otherwise, the governor shall, in the same manner, appoint an arbitrator for the residue of the term. Said board shall have a secretary, who shall be appointed by and hold office during the pleasure of the board, and whose duty shall be to keep a full and faithful record of the proceedings of the board, and also possession of all documents and testimony forwarded by the local boards of arbitra-

tion, and perform such other duties as the said board may prescribe; he shall have power, under direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this state. Said arbitrators of said state board and the clerk thereof shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person having charge thereof, for the proper and convenient transaction of the business of said board.

§ 7. That an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case. It shall be the duty of the said state board of arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the adjudication and determination of said board thereon shall be final and conclusive in the premises upon all parties to the arbitration; such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party. Any two of the state board of arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state. Examinations or investigations ordered by the state board may be held and taken by and before any one of their number, if so directed; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 8. That whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said state board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or

dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation; the board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this state.

§ 9. That after the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 10. That whenever a strike or lockout shall occur or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause of the controversy, and to that end the board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section eight of this act.

§ 11. That the fees of witnesses of aforesaid state board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board; all subpoenas shall be signed by the secretary of the board and may be served

by any person of full age, authorized by the board to serve the same.

§ 12. That said board shall annually report to the legislature and shall include in their report such statements, facts and explanations as will disclose the actual working of the board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employes, and the improvement of the present system of production by labor.

§ 13. That each arbitrator of the state board and the secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such rates of mileage as are now provided by law, payable by the state treasurer on duly approved vouchers.

§ 14. That whenever the term "employer" or "employes" is used in this act it shall be held to include "firm," "joint stock association," "company," "corporation," or "individual and individuals" as fully as if each of said terms was expressed in each place.

§ 15. This act shall take effect immediately.

Approved March 24, 1892. P. L., Chap. 137.

NEW YORK.

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a State Board of Mediation and Arbitration.

PASSED March 10, 1887; three-fifths being present.

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful to submit the same, in writing, to a board of arbitrators for hearing and settlement. Said board shall consist of three persons. When the employes concerned are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said body shall have power to designate one of said arbitrators, and the employer

shall have power to designate one other of said arbitrators, and the said two arbitrators shall designate a third person, as arbitrator, who shall be chairman of the board. In case the employes concerned in any grievance or dispute are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate one arbitrator for said board, and said board shall be organized as hereinbefore provided. And in case the employes concerned in any grievance or dispute are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate one arbitrator for said board, and the said board shall be organized as hereinbefore provided. In all cases of arbitration the grievance or matter of dispute shall be succinctly and clearly stated in writing, signed by the parties to the arbitration, or some duly authorized person on their behalf, and submitted to such board of arbitration.

§ 2. Each arbitrator so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath may be filed in the office of the clerk of the county where such dispute arises. When the said board is ready for the transaction of business it shall select one of its number to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing. The chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of record or the judges thereof in this State. The board may make and enforce the rules for its government and the transaction of the business before it, and fix its sessions and adjournment, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

§ 3. After the matter has been fully heard, the said board or a majority of its members shall, within ten days, render a decision thereon in writing, signed by them, giving such details as will clearly show the nature of the decision and the points disposed of. Such decision shall be a settlement of the matter referred to said arbitrators unless an appeal is taken therefrom

as is hereinafter provided. The decision shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county and the other transmitted to the secretary of the State Board of Mediation and Arbitration, hereinafter mentioned, together with the testimony taken before said board.

§ 4. When the said board shall have rendered its decision its power shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons, and in such cases such persons may submit their differences to the said board, which shall have power to act and arbitrate and decide upon the same as fully as if said board was originally created for the settlement of such other difference or differences.

§ 5. Within three days after the passage of this act the Governor shall, with the advice and consent of the Senate, appoint a State Board of Mediation and Arbitration, to consist of three competent persons, each of whom shall hold his office for the term of three years, to commence immediately upon the expiration of the term of office of the members of the present State Board of Arbitration, created under chapter four hundred and ten of the laws of eighteen hundred and eighty-six. One of said persons shall be selected from the party which, at the last general election, cast the greatest number of votes for Governor of this State, and one of said persons shall be selected from the party which, at the last general election, cast the next greatest number of votes for Governor of this State; and the other of said persons shall be selected from a bona fide labor organization of this State. If any vacancy happens by resignation or otherwise, he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said board shall have a clerk or secretary, who shall be appointed by the board, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe. He shall have power, under the direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and docu-

ments of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said board.

§ 6. An appeal may be taken from the decision of any local board of arbitration within ten days after the rendition and filing of such decision. It shall be the duty of said State Board of Mediation and Arbitration to hear and consider appeals from the decisions of local boards and promptly proceed to the investigation of such cases, and the decision of said board thereon shall be final and conclusive in the premises upon both parties to the arbitration. Such decision shall be in writing, and a copy thereof shall be furnished to each party. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the board may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 7. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said State board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of said election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work without a lock-out or strike

until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record or the judges thereof, in this State.

§ 8. After the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 9. Whenever a strike or lock-out shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lock-out, and put itself in communication with the parties to the controversy, and endeavor, by mediation, to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section seven of this act.

§ 10. The fees of witnesses shall be fifty cents for each day's attendance, and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board. All subpoenas shall be signed by the secretary of the board, and may be served by any person of full age, authorized by the board to serve the same.

§ 11. Said board shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the board, and such suggestions as to legislation as may seem to them conducive to harmonizing the relations of and disputes between

employers and the wage-earning masses, and the improvement of the present system of production.

§ 12. Each arbitrator shall be entitled to an annual salary of \$3,000, payable in quarterly installments from the treasury of the State. The clerk or secretary shall receive an annual salary of \$2,000, payable in like manner.

§ 13. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association," "company," or "corporation," as fully as if each of the last named terms was expressed in each place.

§ 14. This act shall take effect immediately. [Chapter 63.]

OHIO.

An Act to provide for a state board of arbitration for the settlement of differences between employers and their employees.

SECTION 1. Be it enacted by the General Assembly of the state of Ohio, that within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation, in the manner hereinafter provided. One of them shall be an employer, or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man, at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session, may be confirmed at the next ensuing session.

§ 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed, in the manner above provided. If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

§ 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their num-

ber as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and the senate. Should the senate not be in session, such rules and regulations shall be considered valid until the next ensuing session.

§ 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state, exists between an employer, whether an individual, co-partnership, or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city or county in this state, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

§ 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

§ 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board.

§ 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lockout or strike until the decision of

said board, if it shall be made within ten days of the date of filing said application.

§ 8. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

§ 9. The board shall have power to summon as witnesses any operative in the departments of business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books or papers containing the record of wages earned or paid. Summonses may be signed and oaths administered by any member of the board.

§ 10. The parties to any controversy or difference, as described in section four of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated, may choose a third, who shall be chairman of the board.

§ 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

§ 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in

which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

§ 13. Whenever it is made to appear to the mayor of a city or the judge of the probate court of a county that a strike or lockout is seriously threatened, or actually occurs, the mayor of such city or the judge of the probate court of the county shall at once notify the state board of the facts. Whenever it shall come to the knowledge of the state board, either by the notice from the mayor of a city or the judge of the probate court of the county, as provided in the preceding part of this section or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in any city or county of this state, involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in any city or county in the state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employes.

§ 14. It shall be the duty of the state board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or to endeavor to persuade them, provided a strike or lockout has not actually occurred, or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section nine of this act.

§ 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall

state in writing the amount of his travel and attendance, and said state board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

§ 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to harmonizing the relations of and disputes between employers and employees.

§ 17. The members of the said state board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member, and on presentation of his certificate the auditor of the state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant-general shall provide rooms suitable for such meeting.

§ 18. That an act, entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employees," of the revised statutes of the state, passed February tenth, eighteen hundred and eighty-five, is hereby repealed.

§ 19. This act shall take effect and be in force from and after its passage.

PENNSYLVANIA.

An Act to authorize the creation, and to provide for the regulation of voluntary tribunals to adjust disputes between employers and employed, in the iron, steel, glass, textile fabrics and coal trades.

Whereas, Differences arise between persons engaged in the iron, steel, glass, textile fabrics and coal trades in this State, and strikes and lock-outs result therefrom, which paralyze these important industries, bring great loss upon both employer and employed, and seem to find their only solution in starvation or in force, which does not accord with the teachings of humanity and the true policy of our laws ;

And whereas, Voluntary tribunals, mutually chosen, with equality of representation and of rights, and a frank discussion therein by the persons interested, of the business questions involved, are the plain paths to mutual concession and cessation of strife, and the choice of an umpire by the parties themselves, to whose arbitrament the matters in dispute are to be submitted for final decision, if they shall fail to agree, is in accord with the practice and policy of this Commonwealth; therefore,

SECTION 1. Be it enacted, etc., that the presiding judges of the courts of common pleas, or the president judges thereof, in chambers, in the counties of Philadelphia and Allegheny, and of each of the other judicial districts of this Commonwealth shall have power, and upon the presentation of the petition or of the agreement hereinafter named, it shall be the duty of each of them to issue, in the form hereinafter named, a license or authority for the establishment within their respective districts of tribunals for the consideration and settlement of disputes between employers and employed in the iron, steel, glass, textile fabrics and coal trades and each of them.

§ 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least fifty persons employed as workmen, by five or more separate firms, individuals or corporations within the county where the petitioners reside, or by at least five employers, each of whom shall employ at least ten workmen, or by the representatives of a firm, individual or corporation employing not less than seventy-five men in their business; and the agreement shall be signed by both of said specified numbers and persons; provided, that if, at the time the petition is presented, a dispute exists between the employers and the workmen, and as a consequence there is a suspension of work, or, owing to the nature of the dispute, a suspension is probable, the judge before whom said petition is presented shall require testimony to be taken as to the representative character of said petitioners, and if it appears that the said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of the said tribunal may be denied.

§ 3. The persons signing said petition as workmen shall each have been a resident of the judicial district in which the petition

shall be presented for at least one year ; shall have been engaged in some branch of the trade they profess to represent for at least two years, and be a citizen of the United States. The persons signing the same as employers shall be citizens of the United States and shall be and shall have been actually engaged in some branch of the iron, steel, glass, textile fabrics or coal trade, within the judicial district, for at least one year, and shall each employ therein at least ten workmen of the class hereinbefore described, and may be a firm, individual or corporation, and the said petition shall be verified by the oaths of at least two of the signers, attesting the truth of the facts stated therein and the qualifications of the signers thereto.

§ 4. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the persons to compose the tribunal, being an equal number of each side, and the umpire mutually chosen, the judge shall forthwith issue a license substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, which shall be made a record in the court of common pleas over which said judge presides.

§ 5. If the petition shall be signed by the requisite number of either workmen or employers, and not by both, and be in proper form, the judge shall issue his license for the creation of such tribunal, conditioned upon the assent and agreement of the necessary number of that side to the issue which shall not have signed the petition ; which assent shall be in writing, signed by the requisite number, and contain the names of the members of the tribunal and the umpire, and upon the presentation of such petition and assent, the judge shall issue his license for a tribunal, as provided in section four of this act ; but if no such assent shall be obtained within sixty days from the date of the conditional license, the petition shall be taken as dismissed, but if the assent be signed, a record shall be made of the license, as if made upon original agreement.

§ 6. One of the said tribunals may be created for each of the trades named in the first section of this act, in each judicial district ; they shall continue in existence for one year from the date of the license creating them, and may take jurisdiction of any dispute between employers and workmen who shall have petitioned for the tribunal or have been represented in the peti-

tion therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge out of the three names presented to him by the members of the tribunal remaining of that class in which the vacancies occur. Removal to an adjoining district shall not cause a vacancy in either the tribunal or the post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals, and vacancies occurring in such place, shall only be filled by the mutual choice of all of the representatives of both employers and workmen constituting the tribunal. The umpire shall only be called upon to act, after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by all of the members of the tribunal or by parties submitting the same, and upon questions affecting the price of labor; it shall in no case be binding upon either employer or workmen, save as they may acquiesce or agree therein after such award.

§ 7. The said tribunal shall consist of not less than two employers or their representatives and two workmen. The exact number which shall in each case constitute the tribunal shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened, shall be organized by the selection of one of their number as chairman and one as secretary, who shall be chosen by a majority of the members, or, if such majority can not be had after two votes, then by secret ballot or by lot, as they prefer.

§ 8. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. Each city or county in which such tribunal shall be created shall pay for the fuel, lights and the use or rent of a room and furniture, for the same which it is hereby authorized to obtain, but the cost of the same shall only be paid upon sworn vouchers, submitted to and approved by the proper judge of the judicial district.

§ 9. When no umpire is acting the chairman shall have power

to administer oaths, sign subpoenas, orders, notices and other proceedings of the board; and when the umpire shall be acting this authority shall be vested in him, and all of the authority vested in boards of arbitrators by the compulsory arbitration act of June sixteenth, eighteen hundred and thirty-six, for procuring witnesses, preserving order and obtaining proofs, shall be and is hereby vested in such umpire, when acting. Attorneys at law or other agents of one side or the other shall not be permitted to appear or take part in any of the proceedings of the tribunal or before the umpire, but the same shall be, as far as possible, voluntary and upon examination of proofs and witnesses by the tribunal itself and the umpire. When the umpire is acting he shall preside, and his determination upon all questions of evidence or otherwise, in conducting the inquiries then pending, shall be final. Committees of the tribunal, consisting of an equal number of each class, may be constituted to examine into any question in dispute between employers and workmen, submitted to the tribunal, and such committee may hear and settle the same finally, when it can be done by a unanimous vote; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had been originally examined by it. The said tribunals, in connection with the umpire, shall each have power to make, ordain and enforce rules for the government of the body when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Pennsylvania.

§ 10. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof, of each class, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing, shall be final. The umpire shall be sworn to impartially decide the question submitted. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. When such award shall be made and signed by the umpire it may be made a matter of record by producing the same within thirty

days, with the submission in writing to the proper judge. If he approves the same, he shall indorse his approval thereon and direct the same to be entered of record. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon, and when the award is for a specific sum of money, may issue final and other process to enforce the same.

§ 11. This act shall be cited and quoted as the "voluntary trade tribunal act of one thousand eight hundred and eighty-three."

§ 12. The form of the joint petition or agreement, praying for a tribunal as named in section four of this act, may be as follows :

To the presiding judge, judicial district, or to the presiding judge of the court of common pleas, the county of (as the case may be).

The subscribers hereto, citizens of the said judicial district, and of the United States, being the number thereof and with the qualifications required by the act known as "the voluntary trade tribunal act of one thousand eight hundred and eighty-three," being desirous of establishing a tribunal under said act for the settlement of disputes in the trade, and having agreed upon A. B., et cetera, representing the employers, and C. D., et cetera, representing the workmen, as members of the said tribunal, who each possess the qualifications required by said act, and having also agreed upon E. F., of, as the umpire of the said tribunal, pray that a license for a tribunal in the trade may be issued to them

And they will ever pray, et cetera.

| EMPLOYERS. | Names. | Residence. | Works. | Number of Employees. |
|------------|--------|------------|--------|----------------------|
| | | | | |

| EMPLOYEES. | Names. | Residence. | By whom Employed. |
|------------|--------|------------|-------------------|
| | | | |

The oath to be annexed to such joint petition shall be substantially as follows :

PENNSYLVANIA, }
 County. } ss. :

A. B. and C. D., two of the signers to the foregoing joint petition, being duly sworn, say that the facts set forth in the same are true; that the five employers signing such petition have been actually engaged in the trade within this judicial district for at least one year, and each do now employ at least ten workmen in their said business, and the fifty workmen signing said petition have each been resident therein for one year, have been engaged in the trade as workmen for at least two years and (have been or are) actually employed at the places named in the signatures to said petition in such trade.

A. B.

C. D.

And the same shall be sworn and subscribed before a justice of the peace or alderman of the proper district.

§ 13. The license to be issued upon such joint petition may be as follows :

PENNSYLVANIA, }
County, } ss. :
 Judicial District. }

Whereas, The joint petition and agreement of five employers and fifty workmen has been to me presented and now placed on record, praying the creation of a tribunal for the settlement of disputes in the trade within this district, and naming A. B., C. D., E. F. and G. H. as members of said tribunal, and I. J. as the umpire thereof; now, in pursuance of the authority given by the voluntary trade tribunal act of 1883, I have licensed and authorize, and do hereby license and authorize, the said named parties to be and exist as a tribunal under the said statute, for the settlement of disputes between employers and workmen in trade for the term of one year, with all the powers conferred by the voluntary trade tribunal act of 1883, and it shall meet and organize on the day of , A. D. 18... , at.....

A record has been made of this license.

Witness my hand and the seal of the court, at , this
 day of , A.D. 18...

.....,
Presiding Judge.

§ 14. The forms of the submission and of the awards may be as follows :

FORM OF SUBMISSION.

We, A. B. of one part and C. D. of the other part, under the provisions of voluntary trade tribunal act of eighteen hundred and eighty-three, have submitted and referred, and do hereby submit and refer unto the umpirage and decision of E. D., the umpire of the trade tribunal of the trade for the judicial district the following subject-matter, that is to say: (Here state fully and distinctly the question submitted.) And his decision and determination upon the same shall be binding upon us and final and conclusive upon the question thus submitted, and we pledge ourselves to abide by and carry out the decision of the umpire when made.

Witness our hands and seals this day of

A.D. 18....

(Signatures.)

FORM OF AWARD.

I, E. F., the umpire of the trade tribunal of the judicial district, in pursuance of the foregoing instructions, having been sworn and having heard the parties and their proofs bearing upon the question submitted for my decision and umpirage, have decided and do hereby decide as follows: (Here insert distinctly the decision.) And do hereby certify to the presiding judge of the judicial district that this is my award and determination of the subject-matter to me referred.

Witness my hand and seal at, this day of
....., A.D. 18....

(Seal.)

.....,
Umpire.

Approved the 26th day of April, A.D. 1883.

PUBLIC DOCUMENT

. . . . No. 40.

ANNUAL REPORT

OF THE

STATE BOARD OF ARBITRATION AND CONCILIATION

FOR THE YEAR ENDING DECEMBER 31, 1894.

BOSTON:

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1895.

Commonwealth of Massachusetts.

STATE BOARD OF ARBITRATION AND CONCILIATION,
BOSTON, Feb. 25, 1895.

To the General Court.

I have the honor to transmit herewith the ninth annual report of the State Board of Arbitration and Conciliation.

Very respectfully,

BERNARD F. SUPPLE,
Clerk.

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NINTH ANNUAL REPORT.

To the Honorable the Senate and House of Representatives in General Court assembled.

The differences which have arisen between employers and employees in this Commonwealth during the year 1894 have been sufficiently numerous, and have made larger demands upon the time and attention of this Board than in any former year.

The uncertainty of the financial situation, apprehension of unfavorable results of proposed legislation, and a general failure of confidence throughout the business world, were perhaps the principal causes of a depression, the like of which has not been known in this country for a century at least. One result of this unfortunate condition of things, as observed by this Board, has been a general reduction in the rate of wages and amount of earnings all over the State. In some industries the reduction may be stated more or less definitely as so much per cent., in others the rate of wages has remained nominally the same, or nearly the same, but a shortening of the working time has

also had the effect of reducing the earnings. Reductions in wages, one following upon another, have been met by opposition and protests. Strikes have been frequent, but for the most part without effect. In particular instances, when the assistance of the Board has been sought, it has succeeded in breaking in some degree the force of the blow, and in securing a promise of better wages when business should improve; but when manufacturers throughout the State were saying, almost as one man, that the market for their products was lifeless, and that in their judgment as prudent men it would be folly, in fact an impossibility, to continue operations without a reduction in wages, it was very difficult for any one, even the most hopeful, to argue successfully against that position. The Board could not be blind to the main facts, — uncertainty and want of confidence. It could not alter the general conditions; and in many instances could only counsel a return to work on the ground that it was better to be at work, with any wages, than to be idle. This sort of advice is not very palatable. To accept it looks like an admission of defeat, and generally amounts to that, and therefore such advice is not likely to be accepted until the situation is clearly desperate. Whenever the parties to a controversy have

been willing to accept a fair settlement, arbitration and conciliation have produced results as beneficial as ever to all concerned. When settlements have been reached in this way, there has been no cessation of business and no loss of earnings while the matters in dispute were under consideration. On the other hand, it is safe to say that every strike which has been either wholly or partially successful has cost the winners far more than the results were worth, and subjected the employer to great trouble and anxiety, as well as pecuniary loss. It is simple justice to add, in connection with this, that some of the strikes which have occurred during the year have been preceded by offers from the workmen, apparently made in good faith, to submit the questions at issue to arbitration, either by the State Board or by a board to be selected by the parties for themselves. During the last year the employees have been relatively more favorable to arbitration than employers. It requires no great wisdom to foresee the results of this sort of warfare. If, when business is depressed, working men and women are expected to take whatever is offered them without being allowed any opportunity to discuss with their employers the reasonableness of the offer, it will surely happen that, when business is brisk again,

demands will be made which will seem to employers to require very much discussion.

In the last twelve months the work of the Board and the law creating it have been frequently mentioned with approval in other States and countries. How far such commendations are deserved, it is not for us to say. But if, as it has been said, our Commonwealth has adopted the best way yet discovered of dealing with controversies between employers and employees, it is strange that so many of the employers and workmen of our State appear not to realize the importance of it sufficiently to enable them to avert, as they might do, many of the most troublesome controversies by appealing to the Board in the first stages of the dispute, when there is yet time for cool discussion. The same old theoretical objections are constantly appearing in quarters where the Board is not known through practical experience with its work and methods, and the same old regrets are constantly expressed, that parties interested did not know in the beginning more about the Board and the law governing its action.

There is, however, a brighter side for those who will work and hope. For nine years this Commonwealth has had a State Board whose duty it is to urge even upon unwilling ears the practical advantage of

settling disputes by reason and discussion, rather than by the arbitrary use of force and intimidation. We believe that progress has been made every year, that the good influence has been felt all over the State, and that the methods of arbitration and conciliation have commended themselves, when in actual operation, in quarters where there had been either distrust of their practical efficiency or openly expressed dislike to them on theoretical grounds. Some recent strikes have been the most extensive and bitterly contested controversies in the State's history, but although the militia of four other States were at one time in arms for the preservation of order and the protection of property, nothing of the sort has been required in Massachusetts. There is in this very much to encourage all who are laboring with painful sincerity to reconcile the conflicting elements in the industrial world; for it tends to prove that, whatever may at times be said or done in the heat of passion, or to produce a temporary effect, there is in our working population a deep-seated regard for law and order.

At the time of making up this report a serious strike is obstructing the business of Haverhill, but an account of the controversy will most properly belong to the report for the year 1895.

The law of the State concerning arbitration is as follows, being chapter 263 of the Acts of 1886, entitled, "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," as amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385; also St. 1892, chapter 382.

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two : *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed ; and on the first day of July in each year

thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done

or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties

interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request.

When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary travelling expenses.* Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further there-

* See further as to experts, their duties and compensation, St. 1892, c. 382, *post*.

upon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

SECT. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose

a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

SECT. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the

preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the

board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth; and both before and after said date they shall be allowed their necessary travelling and other expenses, which shall be paid out of the treasury of the Commonwealth.

[St. 1892, CHAPTER 382.]

An Act relating to the duties and compensation of expert assistants appointed by the state board of arbitration and conciliation.

Be it enacted, etc., as follows:

SECTION 1. In all controversies between an employer and his employees in which application is made to the state board of arbitration and conciliation, as provided by section four of chapter two hundred and sixty-three of the acts of the year eighteen hundred and eighty-six as amended by section three of chapter two hundred and sixty-nine of the acts of the year eighteen hundred and

eighty-seven, and by section one of chapter three hundred and eighty-five of the acts of the year eighteen hundred and ninety, said board shall appoint a fit person to act in the case as expert assistant to the board. Said expert assistants shall attend the sessions of said board when required, and no conclusion shall be announced as a decision of said board, in any case where such assistants have acted, until after notice given to them, by mail or otherwise, appointing a time and place for a final conference between said board and expert assistant on the matters included in the proposed decision. Said expert assistants shall be privileged to submit to the board, at any time before a final decision shall be determined upon and published, any facts, advice, arguments or suggestions which they may deem applicable to the case. They shall be sworn to the faithful discharge of their duties by any member of said board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive for their services from the treasury of the Commonwealth the sum of seven dollars for each day of actual service, together with all their necessary travelling expenses.

SECT. 2. This act shall take effect upon its passage.
[Approved June 15, 1892.]

The controversies with which the Board was concerned more or less directly during the year involved working men and women whose yearly earnings are estimated at \$6,054,900. The total

earnings for a year, of the same factories and mills under ordinary circumstances, would be about \$10,039,700. The cost of maintaining the State Board for a year has been \$10,873.15.

During the latter part of the year the time of the Board was largely occupied with cases of arbitration, the decisions in which will appear in the next annual report. In the succeeding pages of this volume are condensed reports of the most important controversies with which the Board has come into actual contact in the year 1894.

REPORTS OF CASES.

REPORTS OF CASES.

J. W. THOMPSON & CO. — MILLIS.

The following decision was rendered on Jan. 10, 1894: —

In the matter of the joint application of J. W. Thompson & Co., of Millis, and their employees.

PETITION FILED DECEMBER 9, 1893.

HEARING, DECEMBER 11.

In this case the firm, upon starting up the factory, gave notice of an intention to reduce wages on certain specified items. The representatives of the union were unwilling to consent to the reduction, but expressed a willingness to do what might upon inquiry appear just. The whole matter was accordingly submitted to this Board for determination. After due consideration and investigation the following prices are recommended for the factory of J. W. Thompson & Co. at Millis: —

| | Per dozen pairs. |
|--|------------------|
| McKay sewing, from heel to heel, or around heel seat, all kinds of shoes, | \$0.11 |
| Fair stitching, from ball to ball, National machine, done after McKay sewing, all kinds of shoes, | .11 |
| Attaching heels with blind top lift, McKay rapid heeler, firm to stick nails and deliver heels to operator, all kinds, | .05½ |

Per dozen pairs.

Slugging heels, any number of nails, not averaging more
 than once all the way around (if more, the price to be
 proportionate), Champion machine, all kinds of shoes, \$0.04½
 Building heels for shoes, whole lifts, Bigelow compressor,
 per hundred pairs, \$0.30

By the Board,

BERNARD F. SUPPLE,

Clerk.

Result. The decision of the Board was accepted
 and carried into effect.

A. E. MANN & CO. — STONEHAM.

On January 18, a written application was received from William H. Marden, representing that he was the authorized agent of a majority of the lasters employed by A. E. Mann & Co., at Stoneham, alleging their dissatisfaction with the prices paid for drawing over uppers for the Boston lasting machine, and for operating, and for tacking on outer soles by machine. Immediate action not being urged, the application was allowed to stand until February 6, when the Board called upon Mr. Mann, and made known to him the filing of the application and the substance thereof. Mr. Mann said in reply that the lasters employed in his factory, fourteen in number, were all at work, no complaint had been made to him, and so far as he knew there was no controversy about their wages. He admitted, however, that the agent of the Lasters' Protective Union had called upon him and presented the question of an increase of wages, and had offered to leave the case to the State

Board, a proposal which was declined, for the reason, as he said, that there was "nothing to arbitrate." He further stated that the prices paid were in his opinion sufficient, and were all that he could afford to pay, and, believing, as he did, that there was really no trouble between the firm and their workmen, he knew of no reason why he should take any notice of the application which had been filed with the Board.

The substance of this interview was reported to Mr. Marden, who suggested that the matter be allowed to stand for a while, in order that the workmen might take further counsel in the matter. In the latter part of March he called and requested that the Board would take up the matter again. Accordingly the Board called again upon Mr. Mann, gave him an attested copy of the application and asked what course he should take in the matter. He replied that the lasting machines in his factory were operated by union men under a contract with the Boston Lasting Machine Company, that the company was bound by contract to do his work at a certain price, and that under the circumstances he should respectfully decline to join in the application. This reply was at once reported to Mr. Marden. No further action was requested by the workmen or by Mr.

Marden, but subsequently there was a strike, non-union men were employed to operate the machines, and after some friction a settlement was effected on May 12, the firm accepting a modified price-list submitted by the lasters' union.

WASHINGTON MILLS—LAWRENCE.

One of the bitterest controversies of the past year began on February 10 with a strike of the operatives of the Washington Mills, at Lawrence. Four days later the Board received a notice from the mayor of that city, and in response thereto went to Lawrence on the 19th. The parties aggrieved were the weavers, but most of the operatives, upwards of two thousand, were on strike.

It appeared that in the preceding September the company had made a general reduction of wages, amounting to fifteen or twenty per cent., which had been submitted to; that on February 8 notices were posted in the several rooms of the mills stating that on the 12th instant there would be a further reduction "of from five to ten per cent.," and on or before the date specified itemized lists were posted, making in some instances a reduction of more than ten per cent. This was considered by the employees as exceeding the limit fixed by the first notices, from which they had understood that no one would be reduced more than ten per cent. The meaning of the first

notices, as subsequently explained by the agent of the corporation, was that the average reduction would be between five and ten per cent.; and it was claimed that in this view of it the limit had not been exceeded. In fact, some of the weavers were not affected by the reduction at all. On the day next preceding the strike, a committee of the weavers, with one finisher, had an interview with the agent of the mill, but after a full discussion of the case, the agent remained firm, and insisted that the reduction must be made.

After meeting both parties, at the suggestion of the Board, another conference was had between the treasurer and the agent on the one side, and a committee of the operatives on the other side, in the presence of the Board. The agent expressed his willingness to meet the employees at any time and talk over the matter with them, and give them any information in his power, but no concession was made or hinted at, as to wages. This position of the corporation remained without alteration until the strike was broken, on May 5. In the mean time, repeated attempts at a settlement were made, not only by the State Board, but also by the mayor and other public-spirited people of Lawrence. The operatives were determined that they would starve, rather than accept the low wages

offered, and in point of fact many families were brought to abject poverty. They said, and appeared to believe, that if the schedule of the Washington Mills should be established, it would be a signal for corresponding reductions in the other mills. Under this apprehension, contributions were made by men and women who were at work, but could ill spare any portion of their earnings, in the dead of winter, to support others in idleness. The managers of the corporation, for their part, insisted that they must be governed solely by the competition in the market, and by their apprehensions of more trouble in the future, under the proposed new tariff. Considerations of humanity, or the general welfare of the city, cut no figure in the controversy. They were either wholly ignored, or were deemed to have no application to the case.

Finally, after much weariness and suffering, the State Board, on May 4, was requested by representatives of the striking operatives to attempt a settlement on the basis of a return to work, on the company's terms, of all the former employees, without discrimination. This suggestion was at once communicated to the treasurer, who said that the mill was running with a reduced force, and that he would agree to hire only those who were needed.

On the following day the Board went to Lawrence, met the mayor and the executive committee of the strikers, and, after trying in vain once more for some concession from the agent, advised the committee to have the strike declared off without any delay, which action was accordingly taken on the same day. Some of the operatives were re-employed on the Monday next following, and others were subsequently hired; but many of the former employees, driven by necessity, or discouraged by the protracted strike, had already left the city or obtained work elsewhere.

WAMSUTTA MILLS—NEW BEDFORD.

A strike of weavers employed in mill No. 6 of the Wamsutta Mills, New Bedford, upwards of one hundred and eighty in number, occurred on February 13, notice having been given that one week later wages would be reduced, but instead of running forty hours a week only, the mills would run on full time for five days in each week. On the 21st, after notifying the parties, the Board went to New Bedford and learned from both sides the situation of affairs. A limited number of weavers had been obtained, but not sufficient for the profitable operation of the mill in question, one hundred looms only being in operation.

It appeared that in August, 1893, there was a cut in wages amounting to about thirteen per cent., under which, in fifty-eight hours, the weavers were able to earn about \$7.30 on an average; that on Feb. 12, 1894, notice was posted that the wages would be further reduced on six different classes or styles of goods, the change to take effect on the 20th, and amounting, on an average, to about eleven and one-half per cent.

This reduction would diminish the earnings to an average of about \$6.50. The strike followed in mill No. 6, but the weavers in mill No. 1 remained at work under a similar reduction which affected their earnings on one class of goods. It also appeared that cuts had been lengthened, and both men and women were expected to operate more looms than formerly. The agent of the mills said that no concession would be made, and that the new prices would bear comparison with those paid by other mills for similar work. He said also that the weavers had understated the amount which could be earned by them under the new list. The weavers appeared to be determined not to work at the proposed wages, and under the circumstances it was impossible to effect any settlement.

On February 26, all the mills of the corporation started on full time, except No. 6, which by reason of the strike was shut down, and remained in that condition. Under ordinary circumstances this mill gave employment to about seven hundred workers. The question of a strike in the other mills of the corporation was mooted, but on March 19 the weavers of the other mills voted to remain at work.

Mill No. 6 was started on April 9, with a full force, except in the weave-room, where only a few

weavers were employed. The want of workers in this department led the corporation to transfer to other mills goods which had hitherto been made in mill No. 6. Another attempt was made to induce a general strike of weavers in all the mills of the corporation. The attempt was unsuccessful, but the difficulties of the situation compelled the shutting down of this mill about May 10.

At length, in the last days of June, a delegation of women, who were weavers, but, as it appears, not representing the union, called upon the agent, and arrangements were made for their return to work under the wages and conditions which were in vogue when they left work. The weavers who composed this delegation were promptly expelled from the weavers' union, the arrangement for resuming work was repudiated by the organization, and everything remained substantially as before, until the general strike which occurred on August 20, affecting most of the mills of the city and causing a general suspension of the manufacture of cloth goods.

An account of the larger controversy is given in another part of this volume.

SHAW STOCKING COMPANY—LOWELL.

A letter was received on February 26 from a committee representing men lately employed as "boarders" by the Shaw Stocking Company of Lowell, who were then on strike against a reduction in wages. In response to the request contained in the letter, the Board went to Lowell on the 28th, and after an interview with the committee, called upon the treasurer and other officers of the corporation, to see whether any settlement could be effected that would enable the strikers to resume their work.

It appeared that the strike occurred on January 30, and involved thirteen young men, all unmarried, save one. They were willing to return to work at the reduced prices, provided the company would pay for the turning, as it was then doing for the new employees. The company, however, although its loss by the strike had been severe, professed to be satisfied with the new hands, and would not under any circumstances discharge them in order to make room for the strikers. Under the circumstances, the Board saw no reason to expect that

the former employees would be likely to be re-employed in that mill, and advised them to find other work.

On March 8, the Board was informed that the men then in the employ of the company as boarders had struck two days before. The Board thereupon, at the request of the former employees, wrote to the manager of the company, Mr. Hooper, stating what had been learned, and asking: "Can we be of any use in getting back the old employees? or, in other words, are there any terms or conditions you can name, on which we can advise them to apply at your office for work?" A reply was received, dated March 16, stating the facts of the case and the position of the company as follows: —

The employees left us, as they had a perfect right to do, and we in turn had employed others, as, undoubtedly, we had a perfect right to do, and in neither case had either party a right to interfere with the other. We accorded them the same privilege that we claimed for ourselves. We are now supplied with sufficient help to do our work, and do not need the services of those who left us; therefore there are no terms or conditions on which we can again employ the men who left us, as we should by so doing be obliged to discharge the same number of men in order to make places for those who did not care to stay with us.

ADVERTISER NEWSPAPER COMPANY — BOSTON.

In a case presented to the Board upon the joint application of the Advertiser Newspaper Company, of Boston, and Typographical Union No. 13, representing the compositors employed on the "Boston Daily Advertiser" and the "Boston Evening Record," the following decision was rendered on April 21, 1894:—

In the matter of the joint application of the Advertiser Newspaper Company, of Boston, and its employees.

PETITION FILED FEBRUARY 27, 1894.

HEARING, APRIL 16.

The petition presented in this case is whether certain advertisements or "reading notices" printed in the "Advertiser" and "Record," of which the one called "Picturesque America" is agreed to be a fair specimen, ought to be measured and paid for as "agate" or "minion," as between the compositors and their employer.

A printed "scale of prices," agreed to Nov. 2, 1893, was put in evidence, and the question turns on the proper application to the facts in the case, of sections 9 and 10, under the head of "Advertisements," which are as follows:—

SECT. 9. All paid reading notices shall be measured the same as advertisements, with the exception of those set in the same type as the body of the paper.

SECT. 10. All advertisements, including office advertisements, shall be measured as agate, except as provided for in section 9.

It is agreed by the parties that "Picturesque America" is an "office advertisement," and must, under the scale of prices, be measured as agate, unless it comes within the exception which applies to advertisements or reading notices "set in the same type as the body of the paper." As the "Advertiser" and the "Record" are printed, the "body of the paper" is minion, set with suitable headings in a larger, heavier-faced type. The same kinds of type are used in printing the advertisement in question, but not only is the larger type used for one heading at the top, but the larger type is also distributed through the article in a manner calculated and actually intended to attract the attention of the reader in the same manner as attention is drawn to displayed advertisements for which the higher price is paid without question. The compositors contend that the arrangement of type and the whole character of the article make it clear that it is not set "in the same type as the body of the paper," although the same types are in fact found there.

The Board, having carefully considered the question presented, is of the opinion that the exception in sections 9 and 10 was not intended to cover advertisements or notices of the general character and arrangement of type

that appears in these articles, and that, in accordance with the agreed scale of prices, the articles in question ought to be measured as agate.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. The decision was accepted and applied by the parties concerned.

ARLINGTON MILLS — LAWRENCE.

The Board being credibly informed on March 12, that, by reason of a strike of the dyers and finishers, the Arlington Mills, of Lawrence, had shut down, on the day next following went to Lawrence, called upon the mayor, and through his courtesy were enabled to communicate with a committee of the strikers. It appeared that in August a general reduction of wages had been submitted to, the dyers and finishers only protesting, for their wages were reduced ten per cent. There was no difficulty, however, until early in March, when, after some unsuccessful attempts by a committee to settle the matter with the agent of the mills, the dyers and finishers declared a strike, and left work to the number of about three hundred. The corporation, in order to force a settlement, promptly on March 10 shut down all departments of the mills, thus throwing about twenty-five hundred employees out of work.

The workmen were found firmly insisting upon the restoration of the ten per cent. reduction, but were nevertheless somewhat affected

by the course of the corporation in locking out the other operatives. After learning the views of the committee, the Board called upon the agent, at the mills, and heard his statement of the matter, which did not differ materially from what had already been learned. Having obtained his consent to meet the committee of dyers and finishers, with the State Board, a conference was accordingly had on the same day, and the points of the controversy were fully discussed in the presence of the Board. In the course of the discussion, the agent said, in answer to a question from the Board, that he would be very glad to have the employees return, but that he was not at liberty, under his instructions from Boston, to concede more than had already been granted, that is, six cents a day to those who might be entitled to it, on the ground that before the reduction in August the dyers and finishers had in some instances received sixty hours' pay for fifty-eight hours' work. The Board thereupon, in the presence of both parties, advised the committee to return to their associates and report, as the advice of the Board, that the best course would be to pass a vote that, in accordance with the advice of the State Board, they were willing to return to work at once, and

refer the question of wages to the Board. This advice was coupled with the statement that then the Board would make a careful comparison of the proposed wages with wages paid in other woollen mills in Massachusetts. It was further recommended that, in case such a vote should be passed, it should at once be communicated to the agent, with a request that the corporation would agree to join in submitting the case to the State Board. The agent then said, in reply to a question from the Board, that he did not care to pledge himself in advance, since it was uncertain what the action of the employees would be ; but, should the operatives accept the suggestion offered by the Board, he should have no objection to leaving the case in the hands of the Board ; but he added that the comparison of prices ought, in his opinion, to be confined to the Pacific Mills, of Lawrence, the nearest competitor. On this point the workmen expressed a desire for a more extended investigation, but this point was expressly deferred for after consideration, in case everything else went right. The committee undertook to place the matter before the operatives at once, and to keep the Board advised of what should be done. The operatives met and acted in accordance with the sugges-

tions of the Board, but on the next day, the 14th, the treasurer called upon the Board, in Boston, and said that a draft of a proposed agreement had been submitted by the committee, which did not altogether meet with his approval, and after some conversation, he said that he would make a new draft and send it to Lawrence. The operatives were surprised by what seemed to them a change of attitude on the part of the company, but the Board advised them to wait patiently for the proposition which was to come from the treasurer.

On the 16th, however, the agent of the mills and the committee agreed upon a settlement of the whole controversy, and work was resumed in all departments. Of this result the Board was duly notified on the same day. The Board was not informed of the terms of the settlement, but they were obviously pleasing to the employees, and the corporation appeared at all times anxious to have the difficulty settled as promptly as possible.

MERRIMACK WOOLEN MILLS — DRACUT.

On March 15, the Board received a letter from the secretary of the executive committee of operatives lately employed in the Merrimack Woollen Mills, at Dracut, requesting the services of the Board in that place. In response to this application, the Board went to Dracut on the 19th, met the committee, and afterwards the agent of the company.

It appeared that the strike took place on March 12, all the employees, about two hundred and seventy-five in number, quitting their work. The cause was a general reduction, averaging about fifteen per cent. Notice had been given that rents and board in the corporation boarding-houses would also be reduced fifteen per cent. It was also announced that the weavers and spinners would be expected to work eleven hours a day, or sixty-three and one-half hours a week. The operatives protested both against the reduction and the overtime work. The agent said that he must insist upon the extra time, but should expect to pay for all the time actually employed. After further conver-

sation the Board reported to the committee that they were authorized by the agent to say that, if the employees saw fit to return in a body under the new scale of wages, Mr. Fels, the agent, would consider the wages of the men who were reduced from \$1.10 to 95 cents, and, as soon as he could bring it about, would raise them to a dollar a day; and when times should be better, and higher prices for goods should be established in the market, he should expect to pay higher wages all around, reference being had to the wages paid by other woolen mills. The Board added that they were unable to hold out any hope of a concession as to the hours of work; but in view of the assurances actually given by the agent, the committee were advised to report the facts to the whole body of operatives, who were to meet on the following morning, and if they, in the exercise of their best judgment, should see fit to accept the situation and return to work, to do so under the advice of the State Board, and the agent would receive them as before. The operatives, for reasons which seemed good to them, decided to continue the strike, in the hope of obtaining better terms. A letter from the secretary announced this conclusion, and asked for the views of the Board, which were to some extent expressed in the following letter:—

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Boston, March 22, 1894.

GEORGE F. SPARKS, *Secretary, representing striking employees of
Merrimack Woolen Mills, Dracut.*

SIR: — Your letter of the 20th instant is received, and the Board regrets to learn that the strike is still unsettled. No doubt the operatives fully understand that the Board made no decision, and certainly did not in any way give its approval to the terms offered as being in every respect what it might wish them to be. After an interview with Mr. Fels the Board was authorized to say to your committee, and did say, that “if the employees see fit to return in a body under the new scale of wages, Mr. Fels will consider the wages of the men who were reduced from \$1.10 to 95 cents, and as soon as he can bring it about will raise them to a dollar a day; and when times are better, and higher prices for goods are established in the market, he will expect to pay higher wages all around, reference being had to the wages paid by other woolen mills.”

Upon inquiry made since the receipt of your letter, the Board is informed that, although some operatives have since been hired and more are expected soon, the superintendent's offer still holds good, and all the former employees will be received back on the terms above expressed. The Board regrets to say that the requirement as to hours is still insisted upon, although your objections to overtime work have been presented to the superintendent as strongly as the members of the Board felt authorized to express themselves.

The opinion of the Board is that you cannot by remaining out get any better terms, and therefore it fails to see what good is to be gained by prolonging the controversy. As was stated to your committee on Monday, the Board has no power to compel any one, and does not wish to urge any one very much to accept terms which are distasteful; but the Board is assured that the concessions proposed by Mr. Fels will be carried into effect in a very short time, and it only remains to say that if at any time after work is resumed and everything going on as usual, you have any complaint to make or request to offer, it can be done under more favorable circumstances when everybody is at work. For when you are at work, and any difference arises with your employer, you will have a right by law to notify the State Board, whose duty it will be to investigate the case fully and say what is fair under all the circumstances, due regard being had for the rights and wishes of all concerned.

The Board desires that you will read this letter at a meeting of all the operatives interested, in order that they may know exactly how the Board stands in reference to the matter.

Respectfully,

BERNARD F. SUPPLE,
Clerk.

The principal objection of the operatives was to the extra time. They said that if the storehouse was full of manufactured goods, as the

agent represented, and no call for goods in the market, they could not understand why the operatives should be required to work overtime. In spite of elaborate explanations, the Board was also unable to understand this, for, although by running the machinery an additional hour per day the cuts would cost the company a few cents less per yard, yet, if there was no market for the goods, it was difficult to see how any perceptible advantage was gained.

No action was taken by the operatives on the Board's letter of March 22. After conferring with the owner of the mill, the agent proposed to take back the operatives at the former wages, until the orders that were on hand at the beginning of the strike should be filled. The strike had lasted four weeks, everybody was tired of it, and the proposition was accepted, the mill starting up on April 10.

EUREKA SILK COMPANY—CANTON.

On March 15, a strike occurred on the part of employees of the Eureka Silk Company, at Canton. On the same day, a committee called upon the Board in person, stated the facts of the case, and requested the intervention of the Board. On March 21, the Board went to Canton, met the employees, and afterwards the superintendent, at the factory.

It appeared that the cause of the strike was a general reduction amounting to ten per cent. The strike began with the cleaners and winders in mill No. 1, where wages had been reduced, some from \$1 to 90 cents per day, some from 90 to 80 cents, and others from 75 to 65 cents. Piece work was offered, with a guaranty that the earnings should amount to from \$1 to \$1.25; but the girls refused to work by the piece under any conditions. Then all the employees in mills No. 2 and No. 3 quit work. At the time of the Board's visit, the spoolers were working in mill No. 1, together with six girls who had returned to work after striking. Some of the reelers had been discharged

for refusing to do the work of strikers, and the other two mills were shut down. About three hundred and twenty-five operatives were on strike, and about one hundred and seventy-five at work.

The superintendent said that the reduction was unavoidable, by reason of the unfavorable business situation, but that, if the employees should see fit to return to work, he would re-employ all, without discrimination, and would raise wages as soon as business should improve sufficiently to justify it, and that he would be willing to refer any future differences that might arise to the State Board.

A general meeting of the employees took place, at which the Board was invited to be present and give counsel. The situation was fully considered, and at length it was unanimously voted, "That we return to work to-morrow morning on the terms proposed by the company, not because we think the wages are enough, but acting under the advice of the State Board of Arbitration, and with the assurance and expectation that, when business shall improve and the company is in a condition to pay us our old wages, we shall have our former wages restored to us." Before final action was taken, the proposed vote was shown to the superintendent, who made no objection, and the mills were opened on the following day, and in due

course of time were soon running in the usual manner.

In the absence of any decided improvement in business, no change in wages has since been made, but work has been steady, and the Board has received no complaints.

CHASE, MERRITT & CO.—MEDWAY.

On March 19, a letter was received from Medway purporting to come from the employees of Chase, Merritt & Co., and stating that there was a difference between the firm and the employees concerning the wages paid in the Medway factory for heeling and treeing "stoga" work, so called; that there had been an informal agreement to leave the matter to the State Board, but as the firm had failed to take any definite action to that end, as was alleged, the Board was requested to move in the matter.

After some delay, occasioned by illness of a member of the Board, the Board communicated with the firm, asking when it would be agreeable to them to join in an application and have a day set for a hearing. The firm expressed surprise that the employees had applied to the Board, and appeared unwilling to join in such application. The Board notified the representative of the employees, and advised him to see

some member of the firm without delay, and come to a better understanding.

Subsequently the Board was notified that a settlement had been effected by agreement of the parties directly concerned.

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BOYD & COREY BOOT AND SHOE MANUFACTURING COMPANY—MARLBOROUGH.

In a case presented on March 20, by the Boyd & Corey Boot and Shoe Manufacturing Company, of Marlborough, and its employees, the following decision was rendered on May 25:—

In the matter of the joint application of the Boyd & Corey Boot and Shoe Manufacturing Company, of Marlborough, and its employees.

PETITION FILED MARCH 20, 1894.

HEARINGS, APRIL 30, MAY 3, 4.

The application, as presented by the Boyd & Corey Boot and Shoe Manufacturing Company, represents that they and other shoe manufacturers in Marlborough “are paying an excessive price for the McKay sewing of their goods,—not that we claim our prices are in excess of others in our vicinity, but rather that the price is more than a fair average of the compensation paid for the same skill and ability in other departments of factory labor, and that they should be made equal with them.” •

The employees, who were represented by John H. Murray, joined in the application, and hearings were had at Marlborough, at which workmen employed in this factory and agents of the union appeared and were

heard on the question of a reduction. Several manufacturers of Marlborough also appeared and took an active part in the discussion of the questions involved in the case.

A desire was manifested on the part of the manufacturers to give to the hearing a broader scope than the application would allow, and the Board ruled that the case must be considered as arising between the Boyd & Corey Boot and Shoe Manufacturing Company and its employees, and must be decided as such; and then, if the decision should be found in any way applicable to other factories, it could be applied with due reference to all the conditions. In this view, the evidence, arguments and suggestions of the other manufacturers have been considered by the Board only so far as they bore upon the questions at issue between the Boyd & Corey Boot and Shoe Manufacturing Company and its employees.

The issue thus raised is whether the prices now paid for sewing on the McKay machine are higher than ought in fairness to be paid. The company adduces evidence of the amounts earned by operatives who actually worked only seven and a half hours to eight and a half hours a day, and says that, although they pay no more per dozen than is paid by their competitors, yet that the amount earned, taken in comparison with "a fair average of the compensation paid for the same skill and ability in other departments of factory labor," is conclusive proof that the price paid for McKay sewing is "excessive," and ought to be reduced.

At the hearing it was objected, on the side of the workmen, that it would be unfair to them if the Board should decide the case upon a mere comparison of the earnings of the McKay sewers with the earnings of the other departments, for the reason that, even if the comparison should show that the wages of the McKay sewers were higher than those of any other operatives, yet the prices paid in such other departments might be as much below the "fair average" which was urged by the company as the correct standard.

It was thereupon agreed, after full discussion, that the Board should make this comparison as fairly and accurately as the circumstances would permit, and should also by the aid of expert assistants, in the manner provided by law, inform itself of the prices paid for McKay sewing in other factories in which goods of a similar quality were made, all the conditions being taken into consideration, and then upon all the evidence and after weighing the arguments on both sides, decide according to justice and the merits of the case.

The parties and their witnesses have been fully heard, and the Board by its sworn agents has supplemented the information thus submitted by an investigation and inquiry in other factories which were suggested by one or both of the parties interested. .

As to the main contention of the company, that the wages of the McKay sewers are disproportionately high in comparison with the other departments of the factory in question, the Board has taken for comparison a period

of six hundred and eleven hours, that is, the running time of the factory for certain consecutive days, and during that time it appears that the men employed as fair-stitchers, edge-trimmers and edge-setters, in each of those departments earned on an average more per hour than the average earnings per hour of the McKay sewers in the same time. Therefore, even if the Board thought it safe, in any event, to base a decision upon a comparison of this kind, the evidence in this case would not, in the opinion of the Board, warrant it in recommending the reduction that is claimed. A broader view of the case, as one which may affect the trade generally, brings us to the comparison which is usually made in determining questions of wages. In such cases the question heretofore invariably asked, and discussed on both sides, has been, What do our competitors pay for the same work? or, What is paid in other factories which make goods similar to the goods in the factory in question? The Board still thinks that this is the only practical and safe standard to apply, and that to introduce any other standard that is limited in its application to the particular case before the Board, and not yet approved by general consent of those most interested, would tend to confusion and uncertainty, and might work injustice to many people. Upon this branch of the Board's inquiry it appears that in the majority of the factories referred to by the parties in this case, outside of Marlborough, the price paid per dozen is higher than in the factory of the Boyd & Corey Boot and Shoe Manufacturing Company,

and in the others, the price paid produces earnings equal to those in the factory of this company.

On this state of facts, although the earnings, speaking in a general way and compared with some other kinds of skilled labor, appear large, the Board is unable to see how it can consistently recommend any reduction in the present case.

By the Board,

BERNARD F. SUPPLE, *Clerk*.

Result. The decision of the Board was accepted by all parties concerned.

KING PHILIP MILLS — FALL RIVER.

On April 11, after two weeks' shut-down, the weavers employed in mill No. 4 of the King Philip corporation, at Fall River, finding that the wages on some styles of goods had been reduced, went on a strike. They were joined by the employees in the carding room, about three hundred and seventy-five in number, and subsequently by the loom-fixers. All the mills of the corporation were seriously impeded by the strike, and the difficulty of obtaining new employees.

In answer to its communications the Board received no encouragement to believe that anything could be done towards effecting a settlement, and the Board was too busy in other quarters to waste time where its services were not desired. Later, however, in July, when the controversy had dragged through three weary months, and arbitration of some sort was being suggested on one side and on the other, the Board went to Fall River and met by appointment a committee of weavers, who, after reciting the history of the trouble, expressed their willingness to return to work and leave the question of prices to the investigation of the State Board.

An interview was then had with the treasurer of the King Philip Mills, who confidently asserted that the prices offered by him for weaving were higher than those of his competitors in New Bedford and Holyoke; that he should stand by those prices because they were favorable enough to the operatives. He said further that he believed in the principle of arbitration, and would have joined with the weavers in submitting the case to the Board, had such action been proposed by the weavers before striking. A preference was expressed for his old employees, but he had no doubt of his ability to fill all vacancies within a short time at the reduced rates.

There was nothing to do but report the substance of the interview to the committee of the strikers. They denied the statement as to the prices offered, in comparison with other mills, and instanced higher prices in Fall River on a poorer grade of goods. Confidence was shown in their ability to maintain the strike, and the matter was not further considered by the Board as a separate case. It was obscured by or became a part of the general controversy which affected the whole city, and was ended at the same time by the weavers voting to return to work and declare the strike off. This action was taken on October 29.

J. W. WALCOTT & CO.—NATICK.

On or about April 17, a strike occurred on the part of the lasters employed by J. W. Walcott & Co., at Natick. The complaint was of low wages and inadequate earnings. Several interviews took place, before the strike, between the firm and committees of the employees, or representatives of the lasters' union; but, after the strike, the firm objected on personal grounds to meeting the local committee. On May 5, in default of a settlement, the lasters were notified to remove their kits, and thus sever their relations with the factory. Other workmen were at once hired to fill the places thus left vacant, and additions to the force were made from time to time. On May 11 and 16, the Board procured interviews with both parties. The workmen appeared fixed in their determination to compel the firm to recognize the local union. The senior member of the firm said that at no time had he refused to recognize the union, and until recently had been willing to refer the matter to the State Board; but the situation had changed, other workmen had been employed, and he had made

arrangements to introduce lasting machines. Under the circumstances he could not see that there was anything for the Board to do in the premises. Early in July the work of the factory was reported to the Board as going on smoothly and satisfactorily to the firm, but no settlement had been made by the union as such. The latest information received is, in effect, that this state of things has continued ever since, the firm having found no difficulty in procuring a sufficient number of workmen, including some of the former employees.

LOWELL MANUFACTURING COMPANY—LOWELL.

On May 3, the ingrain weavers, employed by the Lowell Manufacturing Company in the manufacture of carpets, at Lowell, about six hundred in number, went on a strike, demanding either that the mills should run on full time, or that wages should be restored to the figures which were in vogue before the last reduction of ten per cent. The agent of the mills undertook to lay the matter before the treasurer and report the decision; the weavers' committee never called at the office to learn what the answer was, perhaps guessing correctly that it was adverse to their wishes; and the weavers left work on May 3.

A few days later the brussels weavers made a similar demand. The mills continued to run, but with insufficient help, and it was understood that a general shut-down was contemplated by the manager of the corporation. Accordingly, on the 18th, the Board, of its own motion, went to Lowell and conferred with a committee of the striking ingrain weavers, and also called at the office of the mills.

The weavers complained of two reductions of recent date, amounting together to about seventeen per cent., and a shortening of the time to thirty hours a week, by reason of which some of them could not earn more than \$2 a week, —not enough to pay their board. They said that they did not think much of strikes as a means to an end, but that in this case they certainly were not giving up much. The Board was asked to see the treasurer and advise them subsequently. At the mill office it was learned that the combers and spinners had joined the strike, although they had no grievance; that some of the combers had returned, but about one thousand employees in the ingrain department, practically one-half, were still out.

On the following day the Board met the treasurer and the agent, in Boston, and the matter was fully discussed. Stress was laid upon the light demand for carpets, by reason of the hard times, and the uncertainties of tariff legislation. It was likely that the brussels mill would soon be shut down altogether, for want of orders, and it was impossible to say when the ingrain mill would be started up again. The treasurer said that it was not worth while to discuss the question of running time, for that would be easily

regulated by the demands of the business; that the time could not be lengthened at present, nor could the wages be increased until business was better. The suggestion having been made that, as it was impossible to say when the ingrain mill would start up again, it might be the duty of the Board to advise the weavers to find work wherever they could, this suggestion was not received favorably, and the treasurer then said that the weavers might be needed in two or three weeks.

At a meeting of the employees, held at Lowell on the 24th, the substance of the interview with the treasurer was reported to them by the Board. The meeting subsequently voted to continue the strike until the ten per cent. reduction should be restored to them. On or about June 8, all departments of the mills were closed for an indefinite time, and over two thousand operatives were idle.

In July the brussels weavers and the ingrain weavers, acting separately, voted to return to work on July 23, at the rate of wages received at the time of the strike, and with the assurance of the treasurer that the ten per cent. reduction should be restored when the duty on wool was removed. This increase was accordingly made when the new tariff law took effect.

E. HODGE & CO.—BOSTON.

On May 16, the boiler makers employed by E. Hodge & Co., at East Boston, went on a strike, because the firm refused to discharge a workman who was obnoxious to them. On the 18th, in response to the Board's circular, the manager called, and stated that the strike was in direct contravention of a written agreement which he had made with the union, on April 24, 1893, by the terms of which it was expressly provided that the agreement should remain in force for two years from May 1, 1893, either party to give the other three months' notice of any desired change. He further said that the only objection to the workman, so far as he had been informed, was that he was not in good standing with the union, although he had once been a member.

The Board, having communicated with the boiler-makers, received notice that the union would act upon the subject at a meeting to be held on the 20th, and would then communicate further with the Board. After the meeting, a committee called upon the manager, and finding him firm in his de-

termination, turned their attention to the workman who was the subject of the controversy, and after a satisfactory arrangement had been made with him as to payment of assessments in arrears, he was allowed to return to membership. Then on the 22d, discipline having been administered, all hands returned to work, and the business was allowed to proceed.

TRANSCRIPT PUBLISHING COMPANY — HOLYOKE.

During the month of May, a very busy month for the Board, attention was directed to a strike of compositors then lately employed in the office of the "Holyoke Transcript." The following statement of facts, printed and circulated by the Typographical Union, was sent to the Board on May 19, and vouched for by the secretary-treasurer as correct: —

Tuesday morning, May 8, the book, newspaper and job compositors, and one union pressman, of the Transcript Publishing Company, quit work in a body. In its issue of that day, and upon several occasions since, the "Transcript" gave misleading accounts of the strike and of the causes that led up to it, wherefore the Typographical Union respectfully submits the following statement to the people: —

In the summer of 1892 the "Transcript" office was made a union one, the proprietor, W. G. Dwight, agreeing to employ only such compositors and pressmen as were members of the Typographical Union. In return for this, the firm was allowed the use of the union label, which is given to any strictly union printing office. In unionizing its office the "Transcript" suffered no pecu-

niary loss, whilst the possession of the label enabled the firm to compete for the work of labor organizations that generally desire the label on all their printed matter. At that time there was no wage question at issue. A request was made that the office employ union printers only, and the petition was granted without objection. No wage scale was brought in; no promise was made concerning one; there was no understanding, express or implied, regarding any future action upon the wage question; the office was made a union one, the matter ended.

In 1893, the local Typographical Union, acting according to the laws of the International Typographical Union of America, formulated a scale of prices, below which no union compositor in this city should work. This scale was submitted to the leading local printing offices. As it was higher, in some instances, than the prices then being paid, the "Transcript" declined to accept it, and in due course, after a vote of the members as to whether they should strike to enforce the scale, the matter was dropped.

Section 157 of the constitution of the International Typographical Union says: "Subordinate unions are recommended to annually present their scale of prices for the employers to sign, which scale, when signed, shall be binding on both parties during the year."

Accordingly, six weeks ago a scale was again presented to the employing printers of the city. This time the scale was almost entirely formal; the wages mentioned in it were a *reduction* from the previous scale, and were *less* than some of the men actually received. The "Tran-

script" was practically paying all that the scale demanded. On only one point was there an increase, and that was where overtime was charged for at the rate of time and one-half. This scale was also refused, the refusal being reported to a special meeting, held Sunday, 7th inst. Following the usual course, a vote was taken to decide whether or not the union would strike to enforce the scale in the "Transcript." The strike failed to receive the percentage of votes necessary according to union laws, and the whole matter ended so far as the "Transcript" and the union were concerned.

Meantime the scale committee, consisting of three men, duly elected by the union to carry on negotiations with the employing printers, had received the signatures of these firms. This took place during the forenoon of Monday, May 7. At one o'clock of the same day, the scale committee returned to work in the "Transcript" office. They were not allowed to resume, being told by their respective foremen that their services were no longer required. In the evening a special meeting of the union was held, every member, except two, being present. The discharged men told their stories; the whole case was thoroughly discussed, and a committee was appointed to wait upon the proprietor and request the reinstatement of the men dismissed. The following morning, the committee, accompanied by an officer of the International Typographical Union, called upon the proprietor of the "Transcript." He refused to reinstate the men; said they had been discharged because "*they were too active in the scale*

matter;” further, if the union wanted to strike, he was ready for it, and would just as soon have a strike. Seeing that argument was vain, and that there was only one option, — either to desert the three men or to strike in their defence, — the International officer, acting upon a vote of the previous evening, ordered the “Transcript” force to quit work, and since then no union man has held a situation in that office.

The foregoing is a true account of the events leading up to the strike, and, in placing the statement before the people, the Typographical Union desires to ask this question : —

Does the fact that a man has been “too active” in doing certain union work constitute just cause for a dismissal from a situation, when such man has for years held his position without any complaint being made against him as to the quantity or quality of his work, or his attention to it?

We submit it does not. We urge that the action of the “Transcript” was unnecessary and unjustifiable; that the dismissal of men for being “too active” in union affairs was a violent form of dictation in matters that did not concern the “Transcript;” that it was an outrage not only against the first principles of unionism, but against every sentiment of fair play as between man and man; and that it was in direct contravention of the law of this State, which declares that no man shall be punished or discriminated against because he belongs to a labor union or is “active” in its affairs.

. The present fight is not of the printers' choosing. That they were desirous of avoiding trouble is clearly shown by the fact that they twice refused to strike upon the wage question, they made no attempt to interfere with the proprietor's legitimate rights in the "running" of his business, so that the strike is the direct outcome of the action of the "Transcript," which, without just cause, made an attempt to punish three men, and aimed, through them, a deadly blow at the printers' organization. Under such provocation the Typographical Union struck, and we believe fair-minded people will say that we took a manly and proper stand.

Whilst the Typographical Union has no desire to prolong this struggle, yet it is determined to protect itself from an onslaught so unjust. Therefore we make this statement to the people, and appeal to them for their moral support and sympathy, fully believing that the justice of our cause merits all we ask.

In his letter to the Board the secretary-treasurer expressed the opinion that the only way in which the difficulty could be settled would be by the reinstatement of the three men who had been discharged.

The Board then opened communication with the office of the company by telephone, and after making a brief statement of facts, which did not differ materially from the statement printed above, the manager of the newspaper said that he had then

fifteen men working for him, and was confident of his ability to procure others when he needed them; that he had discharged the three men for reasons which he considered good. Being asked whether he thought a visit from the Board would be likely to result in effecting a settlement, no encouragement was offered by him on that head. The colloquy was then brought to a close by a statement that the Board did not wish to waste time in going such a distance for nothing, but that whenever either one or both of the parties desired its presence in Holyoke the Board would go there, and at least make an attempt at conciliation. The same message was in substance given to the secretary-treasurer of the union. Neither party expressed such a desire, and the controversy drifted along, without result. The company succeeded in obtaining a sufficient number of workmen on terms mutually satisfactory. No agreement has been made with the union, but the office is open to all compositors, whether they are members of the union or not.

NEWTON MILLS—NEWTON.

On May 17, about one hundred and thirty girls employed as spinners in the silk mills at Newton Upper Falls struck against reduced wages and short running time. By this action about sixty men, who were also working under a reduction, were deprived of work. Full working time was offered by the superintendent; but, the girls refusing to return to work under the reduced wages, they were paid off. Some, however, came back and were employed in finishing goods on hand. On the 24th, thirty or more of the girls thought fit to go to Boston and call at the State House for the purpose of laying their grievances before the Governor, but he was absent, and the demonstration produced no effect. On that day, however, the men, about seventeen in number, who were then at work in the mills, quit work and joined the strike. The operations of the mills were thus practically brought to an end. The operatives at different times sought the Governor of the State, affiliated themselves with the American Federation

of Labor, and put themselves under the advice and leadership of the Women's Industrial and Educational League, in Boston; but it seems never to have occurred to them or their advisers to consult the State Board, which was created for just such emergencies.

On the 24th and 25th, however, the Board sought to put itself in communication with the parties. The employees complained mainly of the reduction, and were willing to go to work on the short time, provided the former rate of wages was restored. The employers proposed to start the mills on the 28th on full time at the reduced wages, but receiving no encouragement, the following notice was posted on the mill gates:—

Notice is hereby given to the employees of Newton Mills that the finishing room and dye house will resume operations whenever a sufficient number of the help are willing to return to work at the present rate of wages. All the other departments will remain closed down until the tariff question has been settled.

A few days later, at the request of the employees' representatives, the Board sent its printed circular and a blank application to the firm of William Ryle & Co., of New York, who

were understood to be the owners of the Newton Mills, hoping in this way to suggest the desirability of a settlement of the dispute by arbitration. On June 4, the Board went to Newton and met both parties or their representatives. The operatives appeared to be as firmly opposed as ever to working under the reduction. The manager, on the other hand, told the Board that, by the orders of the firm in New York, the mill was shut down, and would remain so until Congress should have made some law affording adequate protection to the industry of silk manufacturing; and that under these circumstances he could not re-employ the hands at any rate of wages, or upon any basis of running time, until new instructions should be received from the firm.

Some time afterwards, during the summer, the mills were opened, and a sufficient number of employees were engaged, on the firm's terms, to enable them to resume business.

GEORGE G. SNOW—BROCKTON.

On May 24, a strike of Goodyear operators occurred in the factory of George G. Snow, at Brockton. They were soon joined by the McKay sewers and fairstitchers, all being members of the sole fasteners' union.

The wages paid to the Goodyear operators were \$3 and \$3.50 by the day. The contention was for 2½ cents per pair.

On June 7 the Board visited the city and had an interview with the employer and with a committee of the striking employees. The latter were not inclined to welcome the advent of the Board, and were not disposed to settle the dispute by arbitration. They were informed that the Board was there present not at anybody's invitation, but acting in accordance with the law of the State, and also that it was not necessary for the Board to obtain the permission of the parties to a controversy before making inquiry, and attempting to effect a settlement. The committee then said that the case was in the hands of the Shoe Council, so called, of Brockton,—

a body which purported to act for the union workmen in all the factories of the city.

The manufacturer said that, at the piece price demanded, the Goodyear operators could earn \$6 a day, and that rather than submit to it he would give up business. While he was talking with the Board the lasters were being discharged, a course which the Board ventured to suggest would only aggravate the difficulty. After some conversation the employer said that there was to be a meeting of the manufacturers that evening for the purpose of trying to unite upon some course of action, and after that he would be willing to agree to any fair method of settlement, either by reference to the State Board or to any fair third party. Before the Board left the city they were pleased to learn by telephone from the factory that arrangements had been made for the return of the lasters. The Board gave no formal advice, but urged caution and patience, and, in the case of any joint action being determined upon, the appointment of a committee of manufacturers to confer with the representatives of the union, before announcing any changes as finally determined upon.

The representatives of the workmen were called upon again, and similar suggestions were offered to them.

Subsequently, on June 11, it was agreed to leave the case to a local board of arbitration, to consist of three persons. The employer selected one and the union another, but the two thus selected were never able to agree upon a third arbitrator, and this attempt at arbitration by a local board resulted in nothing.

In December, after a lapse of six months, the workmen or their representatives proposed to reopen the matter and make another attempt at settlement by a local board of arbitration. The employer replied that he was not willing to make that attempt again, but if they desired he would submit the matter to the State Board. Meantime the questions in dispute remain undecided.

N. C. GRIFFIN—WAYLAND.

On May 28, having received notice in writing of a strike of the lasters employed by N. C. Griffin, at Cochituate, in the town of Wayland, the Board visited the place on the same day. A conference was had between the employer and a committee of the workmen, in the presence of the Board. It appeared that the employer had decided to introduce a new scale of prices for hand-lasting or, as an alternative, to introduce the McKay-Copeland machine. If he should continue to have the work done by hand, all the workmen would be retained; but, with machines, it would be necessary to discharge one-third of the number. The strike of the lasters occurred on May 22.

At the conference all parties seemed to prefer that the work should be done by hand, as before, and therefore the only question was as to the price. The difference was reduced to five cents on a case of sixty pairs, and all parties appeared to desire an amicable conclusion of the affair. The matters in dispute were fully discussed, but, since it appeared that the committee was not

authorized to agree to a settlement, the conference was brought to an end with the understanding that two members of the advisory board of the union, who were present at the conference, would endeavor to obtain the necessary sanction from the advisory board, and confer again with the employer on the following evening.

Within twenty-four hours after the Board's visit a settlement satisfactory to both sides was agreed to. The use of the machines was discontinued, and a price list for a year was agreed to and signed.

GUYER HAT COMPANY AND OTHERS — BOSTON.

In May last the hat manufacturers of Boston presented to their respective employees a reduced scale of wages, to take effect on June 1. The reduction sought was about twenty per cent. for finishing hats on lathes, which was comparatively new work, and had been introduced on a basis which would assure to the workmen, at the start, earnings equal to what they had received for similar work done by hand. It was claimed that the prices then fixed were higher than for hand work, and should therefore be reduced.

A general strike in the trade was threatened, and on June 20, one of the manufacturers called and informed the Board that negotiations between the manufacturers and the hat finishers' union were making slow progress towards a settlement. He desired information concerning the law and the methods pursued by the State Board, whose services had been suggested at an early stage by the manufacturers. The desired information was given, with some suggestions of a general character encouraging a settlement by agreement if

possible. Subsequently it was reported to the Board by the manager of the Guyer Hat Company that the matters in dispute had been referred to three men selected by the parties interested, whose decision was accepted as a final settlement.

DRISCOLL & EATON — NATICK.

Early in June last, Driscoll & Eaton, of Natick, shoe manufacturers, decided to introduce McKay-Copeland lasting machines. The price paid for doing the work by hand was 70 cents. The firm gave the lasters an option of working by hand for 65 cents, or on the machine at 53 cents. The workmen did not accept the offer, and others were hired. An attempt was then made to establish a price for treeing by machine, but the workmen being unwilling to accept the price proposed, the factory was closed.

The Board, being informed of the situation, voted to go to Natick and see the parties to the dispute, on June 11, but on that day information was received indirectly from the firm that the factory would remain closed until July 1. The visit of the Board was therefore deferred. Towards the end of the month of June, the Board was informed by the firm that their purpose was to hire suitable men at union prices, but without regard to membership in unions.

The factory was soon afterwards opened, and men were hired upon the plan indicated. Several of the old employees returned to work, and a sufficient number of new men were easily obtained, at union prices.

E. F. SANBORN — STONEHAM.

On June 14, the Board was informed by E. F. Sanborn, of Stoneham, shoe manufacturer, that on the day next preceding he had called his lasters together and told them what he thought of their demand for an increase of wages for lasting; that he had proposed to leave the question to the decision of the State Board, but the workmen seemed unwilling to do so, and a strike was in prospect. He was given information of a general nature concerning the law and the methods of the Board. Subsequently, after several interviews with the agent of the lasters, an agreement was arrived at and a price list posted accordingly. The agent of the lasters afterwards informed the Board that the workmen had no objection to the mediation of the State Board, and desired that it should be so stated in the annual report of the Board.

ROCKLAND COMPANY—ROCKLAND.

On June 25, notice was received from Rockland that a strike had occurred in that town, involving the Rockland Company and its lasters. The Board on the following day went to Rockland and called upon the respective parties. The representatives of the workmen were not found, but in an interview with Mr. Bates, agent of the company, it was learned that, on or about May 1, he became convinced that if he wished to remain in business there must be a general reduction of wages. In order, as he thought, to make the course clearer, he discharged all the employees, and then offered to hire them at the rates set down in a new schedule. In consideration of the hard times, all accepted work under the terms proposed, except the lasters. They were seventeen in number, and declared a strike.

The company procured and set up Chase lasting machines, but, preferring to have the old employees, proposed to hire as many as were needed, if a fair price list could be agreed to. Two lists were brought in by the secretary, but

they were rejected by the employer, and then negotiations ceased. Operators from out of town were hired to work on the machines, and at the time of the Board's visit the work was reported as going on satisfactorily to the company. It was stated further that none of the new men would be discharged in order to give another his place.

Recent information received from the factory is, in effect, that the machines are still in use and give good satisfaction. There has been no settlement with the union, nor has there been any further trouble.

RICE & HUTCHINS—BOSTON.

On June 27, the superintendent of Rice & Hutchins's shoe factory, in Boston, called upon the Board with the representative of the lasters employed in the factory, and presented informally a difference which had arisen concerning the price paid for lasting of Goodyear work. The Goodyear machine had been recently introduced, and the price set by the superintendent covered the work of lasting, laying the outer sole, filling, and pulling lasts. The lasters desired a price set for lasting alone, and they and the superintendent had been unable to agree upon a price. The matter was fully discussed with the Board, and concessions were proposed on both sides, but no agreement reached. The parties separated upon the Board's suggestion that the workmen's representative consult further with the lasters, and confer again with the superintendent. Subsequently the Board was notified that the matter was settled.

SHIP CARPENTERS AND CAULKERS — BOSTON.

In June last the master shipwrights of Boston notified their employees that it would be necessary to reduce their wages from \$3.50 a day to \$3 a day. The carpenters and caulkers replied that they could not agree to the proposed reduction. On July 2, at a meeting of the employers, at which were represented most of the master shipwrights of the city, it was decided to make the proposed reduction, and notice to that effect was sent to the representatives of the workmen. The result was, that they did not go to work the next day, regarding themselves as "locked out." Some employers, however, retained their employees at the former rate of wages, and in some of the shops affected a limited number of men was found working, but in most of the shops there was not much work to be done at any price.

Negotiations were had between the parties, with a view to a settlement; but things drifted along, without anything definite being accomplished, until July 14, when the State Board was requested by interested persons to attempt to adjust the diffi-

culty. On the 17th, the Board went to East Boston and learned that all differences had been settled by agreement, except the matter of the reduction of wages. Upon that point it appeared that there was no work to be done, except "at odd jobs," and that such work, when it was done, was paid for at the former rate of \$3.50 a day. There appeared to be nothing for the Board to do, and no further action was desired by the parties on either side.

**NORTH WOBURN STREET RAILWAY COMPANY—
WOBURN.**

During the winter and spring the employees of the North Woburn Street Railway Company submitted to the officers of the corporation a request for higher wages, and for certain changes in the rules governing employees. The latter were members of the Lynn and Chelsea Street Railwaymen's Union, No. 6169, and the changes desired were expressed in the following application, which was presented to officers of the road by the business agent of the union, W. H. Sharp, with a request that the company would agree in writing to the propositions there set forth: —

To the President and Directors of the North Woburn Street Railway Company.

GENTLEMEN: — The following articles of mutual interest are hereby presented for your consideration: —

We request: (1) that conductors and drivers shall receive \$2 per day; (2) that ten hours shall constitute a day's work, to be done inside of twelve consecutive hours, and no time to extend over the twelve hour limit; (3) that no deduction shall be made in any man's pay when two or less trips are taken off of a day's

work; (4) that nine hours and a fraction constitute a full day's work on a car; (5) that four hours and a fraction shall constitute a full half day; (6) that the driver may drop his pole and let it drag on any occasion; (7) that the preference for work be given to the oldest men in the employ of the company first; (8) that no trip be run after midnight for less than fifty cents, and all trips taking more than one and one-half hours shall be paid for at the rate of twenty-five cents per hour; (9) that, if men be ordered to report at any time, they shall receive twenty cents per hour until dismissed; (10) that no man shall be laid off more than one day for missing his car, all misses to be blotted out at the end of each year; (11) that snow-plough drivers and leveller drivers shall receive, for all time detained at the stable, or while on duty, twenty-five cents per hour, and all helpers twenty cents per hour; (12) that regular employees have the preference for snow and track work; (13) that no plough shall be sent out with less than four men, including drivers; (14) that hostlers and feeders shall have a half day off every third Sunday without loss of pay; (15) that hostlers and feeders shall receive not less than \$1 per day, and no more work than they are now doing, not to exceed sixteen horses and hitching, and that ten hours constitute a day's work; (16) for lamp cleaning and general work the pay shall not be less than \$9 per week, at ten hours each day; (17) that any man performing the work of a man receiving better pay than he shall receive the pay of the man holding that position;

(18) that watchmen shall receive \$12 per week; (19) that blacksmiths receive \$2.25 per day of not more than ten hours; (20) all track laborers shall receive \$2 per day of nine hours; (21) that the company recognize an agent, to be chosen by the men, whose duty it shall be to represent the men in the settlement of grievances that may arise between the company and the employees, said agent to be recognized as the official who shall make all complaints and grievances; (22) that all employees shall be members of one union; (23) that this agreement shall remain in force for one year after date of its acceptance by the company.

No satisfactory reply was received from the president, and on July 3 substantially all the employees went on a strike. This action followed, and it is to be presumed was dictated by, the following letter, which was printed in the daily papers two days after the strike began: —

To the employees of North Woburn Street Railway Company, Members of 6169.

BROTHERS:—I have, in pursuance of your instructions, waited upon A. F. Breed and E. C. Foster, and I am exceedingly sorry to say that they absolutely refused to do anything on your contract.

In accordance with your vote to refuse to work the cars of the company, there seems to be no other course to pursue than to tie up the whole system.

As fast as you bring your cars to the house stop work and remain away from the property of the company until your right to organize is conceded, and until this company can be brought to understand that a living wage is all you require for an honest day's labor. I will be with you this evening. Be orderly, and stick together in this contest.

W. H. SHARP,

Room 12, Abbott Building, Lynn.

On July 6, the Board made inquiry into the controversy, and found that no cars were running, and the business of the road was at a standstill. The next day the Board invited representatives from both sides to meet at the rooms of the Board, for the purpose of conferring together with a view to a settlement of the dispute by agreement. This invitation was responded to by the president of the company on the one side, and the agent of the union on the other.

The demands of the employees were reiterated, and the president said that the business of the road would not permit of any increase in the expenses. Concessions were offered, but not agreed to. The president then proposed to leave the case to the State Board, and said he was willing to submit the books to the inspection of the Board. To this the agent replied that he would consult

the union. Subsequently it was learned that the employees were not inclined to settle the matter in the manner proposed.

The strikers procured and drove barges over the line of the road, of which at first the people of the neighborhood availed themselves as a temporary accommodation. When, however, it was learned that the company had proposed arbitration and that the offer had not been favorably considered by the employees, the patronage of the public was promptly withdrawn, and the drivers of the barges began to feel the effects of public disapproval of their course. After a very short interval, that is, on the 12th, the Board was notified by the agent of the union that the employees were disposed to accept the proposal for arbitration. On the following day another conference was had in the presence of the Board, which resulted in the signing of a joint application, with the understanding that the men were to return to work forthwith.

The operations of the road were at once resumed, and the Board proceeded to hear the parties and decide the questions submitted. In due time the following decision was rendered on August 1:—

*In the matter of the joint application of the North Woburn
Street Railway Company and its employees.*

PETITION FILED JULY 13.

HEARINGS JULY 25, 27

The application in this case grew out of the refusal of the corporation to agree to the articles of a proposed agreement presented by the agent of the employees last spring, the main object of which was to establish a higher rate of wages and certain rules relating to the duties of the employees in their several departments of work. The officers of the road insisted at all times that the business of the corporation would not allow of any increase in the running expenses, that in point of fact they were not earning enough to pay the running expenses and interest on borrowed money. This answer was not deemed sufficient by the employees, and they struck on July 3. No attempt was made to run the cars, but on July 13, through the intervention of the State Board, both parties were induced to agree to leave the matters in dispute to the State Board, and allow the public to be accommodated again in the usual manner by the running of cars. The employees returned to their work, a hearing was had, and the several articles in the proposed agreement were laid before the Board and fully discussed pro and con by the officers of the road and the representatives of the employees.

The Board having duly considered all the questions presented makes the following recommendations:—

1. That conductors and drivers be paid at the rate of one dollar and seventy-five cents per day.

2. That nine hours and any fraction of an hour shall entitle a man to receive a full day's pay, and for four hours and a fraction, half a day's pay.

3. That in the assignment of work the preference be given to those who have been longest in the employ of the company, their fitness and all other considerations being equal.

4. That for all trips made after twelve o'clock, midnight, conductors and drivers shall be paid at the rate of twenty-five cents per hour.

5. That when men are ordered to report at a certain time for extra duty, they shall be paid at a rate of not less than seventeen and one-half cents per hour, after the first half hour, until dismissed.

6. That when a man misses his car and reports within half an hour, he shall go to the foot of the spare list for that day, and shall not for that reason be laid off on the day following. In other respects the rule shall remain as at present.

7. That snow-plough and leveller drivers shall receive twenty-five cents per hour and helpers twenty cents per hour, while employed on snow work.

8. That hostlers, feeders and watchmen shall receive one dollar and forty-three cents per day.

Of the other regulations proposed, some were abandoned at the hearing, and others simply expressed the way in which the business is now conducted; therefore it is not deemed necessary to mention them more particularly in this decision. It may be stated in a general way that the Board does not recommend any change in

the present relations between the company and its employees, except as is stated above.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. The agent of the union saw fit to express publicly his dissatisfaction with the Board's views of the case; but the decision was cheerfully accepted and acted upon by the corporation and the employees, with general satisfaction on the part of those immediately concerned.

**ASHLAND SHOE AND LEATHER COMPANY—
ASHLAND.**

On July 13, independent applications were received from the Ashland Shoe and Leather Company and the treers in its employ, stating that the company had proposed lower prices for treeing, but that the employees declined to accept the reduction. The two applications were filed together and treated as one joint application, relating to the same subject matter. A hearing was had on the 16th, and expert assistants appointed, with instructions to make the usual inquiries.

On August 8, when the expert assistants were ready to report, the president of the company informed the Board that he had decided to change materially the method of treeing in his factory. The report of the expert assistants was therefore deferred and further consideration of the case as presented was postponed, in order that the employees might learn what changes were proposed.

The Board next heard from the case in the form of a letter from the workmen, received September 17, requesting that the Board would proceed to decide the case as it had been presented to the

Board. The employer was promptly notified and asked to define his position in relation to the matter. On September 24, he notified the Board that he had proposed prices for his new method, under which less work was required, and had fixed prices, at which the men refused to work. He expressed a desire that the Board would pass upon the question of the prices for the work as modified. The Board thereupon set a time for a hearing and notified the parties, but as it appeared that the new method was not yet actually in use in the factory, the hearing was postponed until it should be introduced and in actual operation.

At the same time it was agreed in the presence of the Board that the work should at once be done according to the new method, and that the work should be paid for on account according to the prices offered by the company, until the decision of the State Board should be rendered; that, if the effect of the decision was to increase the wages, the men were to receive the difference for back work, and if the Board should report lower prices than those offered by the company, the difference should be deducted from their pay roll.

A further hearing was had on November 2, and on November 19 the following decision was rendered:—

In the matter of the joint application of the Ashland Shoe and Leather Company, of Ashland, and the treers in its employ.

PETITION FILED JULY 13, 1894.

HEARINGS, JULY 16, NOVEMBER 2.

The controversy in this case arose from a desire on the part of the company to lessen the labor cost of its product, in order to meet competitors in the market for a cheap grade of work. With this end in view, the method of treeing shoes has been changed in some respects, and lower prices offered. The Board is requested by the company and its employees, jointly, to pass upon the case as finally presented, and fix fair prices for the work as it is now done under the new requirements.

After hearing the parties and making the usual investigation, the Board recommends that the following prices be paid in the factory of the Ashland Shoe and Leather Company, at Ashland: —

| TREEING BY HAND. | | | | | | | | | | PER 12 PAIRS. | |
|---|--|--|--|--|--|--|--|--|--|---------------|--|
| Unlined kip and split, | | | | | | | | | | \$0.28 | |
| All oil grain shoes, including kip top, | | | | | | | | | | .10 | |
| Durham and Pilgrim stock, | | | | | | | | | | .13 | |
| Flesh split lined shoes, | | | | | | | | | | .18 | |

By agreement of the parties, the above prices are to take effect from Oct. 1, 1894.

By the Board,

BERNARD F. SUPPLE,

Clerk.

Result. The decision was accepted and acted upon by all parties concerned.

**CHASE, MERRITT & CO.—MARLBOROUGH AND
MEDWAY.**

On July 17, the Board received an application signed by Chase, Merritt & Co., and setting forth a difference between the firm and their lasters in Marlborough and Medway concerning prices for work done on the Consolidated Hand-Method lasting machine and the Chase lasting machine, also for tacking on soles. The firm desired to establish two grades of prices, corresponding with the work to be done. The lasters employed at Marlborough joined in the application, acting by their agent, but the application was not joint as to the Medway employees. Also, since it appeared that there were two factories covered by the application, one of which was operated under the name of the Medway Boot and Shoe Company, it was suggested that there ought to be two separate applications. The firm then framed a new application relating to the Medway factory alone, and requested that the first application be amended by striking out all reference to the Medway factory. In the subsequent proceedings it was treated as

amended accordingly. Subsequently the Board was informed that the controversy at Medway had been settled by agreement. A hearing was had upon the case presented from Marlborough, and on October 5, the following decision was rendered:—

*In the matter of the joint application of Chase, Merritt & Co.,
of Marlborough, and the lasters in their employ.*

PETITION FILED AUGUST 1, 1894.

HEARING, AUGUST 7.

The application in this case calls upon the Board to fix prices for the work of drawing over and operating with the Consolidated Hand-Method lasting machine, also with the Chase lasting machine. Prices have been submitted by the firm on the one side and by the workmen on the other side, the firm asking also that separate prices be fixed for two grades of goods,—one grade being indicated by a selling price of \$1.10 and upwards, the other being an inferior grade, to sell from 75 cents upwards.

Upon all the evidence presented the Board is unable to recommend prices for a second grade, for the reason that, although the firm expresses a desire to manufacture goods of the inferior class in order to meet a demand in the market, we do not in fact find that goods of that grade are now made in this factory, and, therefore, not sufficient data are offered upon which to fix prices. Therefore the decision in this case is confined to the grade of goods actually found in the factory.

It should be added that it has been the custom in this factory to pay more for lasting split and veal calf shoes on the Consolidated Hand-Method lasting machine than for calf, kid, dongola, kangaroo and grain shoes. So far as the information of the Board extends, this distinction as to stock does not prevail in other factories, but the Board has felt compelled, in making prices, to recognize a distinction which not only has existed heretofore in this factory, but is recognized by the parties in the form of the lists which they have submitted to the Board's consideration.

The Board recommends that the following prices be paid in the factory of Chase, Merritt, & Co., in Marlborough:—

Chase Lasting Machine.

MCKAY WORK.

| | Per pair. |
|---|-----------|
| Drawing over, operating and pulling lasts:— | |
| Men's cap toe, | \$0.05 |
| Men's plain toe, | .04½ |
| Boys' cap toe, | .05 |
| Boys' plain toe, | .04½ |
| Youths' cap toe, | .04½ |
| Youths' plain toe, | .04 |
| Children's cap toe, | .04½ |
| Children's plain toe, | .04 |
| Patent tips, extra, | .01 |

GOODYEAR WORK.

| | |
|-------------------------------|---------|
| Drawing over and operating:— | |
| Men's cap toe, | \$0.06½ |
| Men's plain toe, | .05½ |
| Boys' cap toe, | .05½ |
| Boys' plain toe, | .05½ |
| Youths' cap toe, | .05½ |
| Youths' plain toe, | .04½ |
| Patent tips, extra, | .01 |

Consolidated Hand-Method Lasting Machine.

CALF, KID, DONGOLA, KANGAROO AND GRAIN.

| | Per pair. |
|--|-----------|
| Drawing over, pounding up and pulling lasts: — | |
| Men's cap toe, | \$0.03½ |
| Men's plain toe, | .03 |
| Boys' cap toe, | .03 |
| Boys' plain toe, | .02½ |
| Youths' cap toe, | .02½ |
| Youths' plain toe, | .02½ |
| Patent tips, extra, | .00½ |
| Shellacked box, extra, | .00½ |

SPLIT AND VEAL CALF.

| | |
|--|---------|
| Drawing over, pounding up and pulling lasts: — | |
| Men's cap toe, | \$0.03½ |
| Men's plain toe, | .03½ |
| Boys' cap toe, | .03½ |
| Boys' plain toe, | .02½½ |
| Youths' cap toe, | .03 |
| Youths' plain toe, | .02½ |
| Patent tips, extra, | .00½ |
| Shellacked box, extra, | .00½ |

OPERATING.

| | |
|----------------------------------|-----------|
| Men's, boys' and youths': — | |
| Cap toe, | \$0.01½ |
| Plain toe, | .01 |
| | Per hour. |
| Cap toe and plain toe, | \$0.30 |

By the Board,

BERNARD F. SUPPLE,

Clerk.

Result. The decision was accepted and acted upon by all concerned; but the firm called the

attention of the Board to the phraseology of the decision, saying that it ought to appear that the employees, as well as the firm, requested that prices should be found for a second grade. The decision represents the firm as "asking also that separate prices be fixed for two grades of goods." The correctness of this is not disputed, but the firm contends that, by the act of joining in the application, the employees also asked that prices for two grades should be fixed by the Board. The Board does not, and did not, so understand it. The question of new prices was originated by the firm, and they first made application to the Board, and when the employees joined in submitting the whole matter to the Board, it was understood that if the Board saw fit to establish two grades, the employees would be bound by the decision; but at the hearing and always the employees objected to second-grade prices. Even if they had not so objected, the Board would probably have declined to recommend prices for a grade of goods which were not at that time made in the factory.

GEORGE D. DAVIS—NORTH ANDOVER.

On July 25, one of the employees of George D. Davis, of North Andover, called and notified the Board that some of the workmen had been notified of a proposed reduction of twenty per cent. in their wages, and were contemplating a strike, but desired to be informed of the legal powers and duties of the State Board. He said that a combination of manufacturers had been formed, under the name of the American Card Clothing Company, and, rather than submit to a general reduction, the workmen would strike, but before doing so would call in the State Board. The usual information was given, with a request that the Board might be kept advised of all that might occur.

Subsequently a letter, dated August 6, was received, in which it was stated that the employees had called on the manager, to say that they had decided to resist any reduction, but would consent to leave the matter in the hands of the State Board, if he would agree to do the same. The manager expressed a preference for a settlement

without going outside of the factory, said that he would talk with the rest of the firm about it, that in the mean time there would be no change in their wages, and that they would see in their next envelopes what the firm had decided upon. At the next pay-day the men received full wages, and nothing more was heard by the Board from that quarter.

RICE & HUTCHINS—BOSTON.

On August 8, the Board received a joint application from Rice & Hutchins and the treers employed in their factory, in Boston, stating that since the decision of the Board, rendered on Oct. 7, 1893, relating to treeing in this factory, the employers had decided to take the shoe called "Kip comfort tie, boot-treed," from the boot-treed class; and that a lower price was desired by the employers for treeing the shoe by the ordinary process.

On August 10, after hearing the parties, the following decision was rendered:—

In the matter of the joint application of Rice & Hutchins and the treers employed by them in Boston.

PETITION FILED AUGUST 8.

HEARING, AUGUST 8.

It appears that, since the giving of the decision dated Oct. 7, 1893, in relation to treeing in the factory on Troy Street, the superintendent has decided to change the method of treeing the shoe called "Kip comfort tie, boot-treed," so that it is no longer put through the process known as boot-treeing. The question is, What is a

fair price for treeing the shoe referred to by the new method?

After due consideration, the Board recommends that the work required by the change of process be paid for at the rate of eighteen cents per dozen pairs.

By the Board,

BERNARD F. SUPPLE, *Clerk*.

Result. The decision was accepted and acted upon by all concerned.

**SPINNERS AND WEAVERS' STRIKE—NEW BED-
FORD.**

On August 13, notice of a proposed reduction of wages was posted in the several cloth mills of New Bedford. The reason assigned was poor business and the accumulation of goods, for which there was no demand. The employees suggested a vacation during the hot weather, in order to afford an opportunity to work off the surplus of manufactured goods. They preferred this to any reduction in the rate of wages. On the 15th, the spinners' union had a meeting and voted to strike on the following Monday. On the following day, the association of card and picker room operatives took similar action, and the weavers' union fell into line on the 17th.

In consequence of this action of the unions, a strike began August 20 which involved ten thousand operatives, and brought the cloth mills of the city, upwards of twenty in number, to a standstill. The Rotch Spinning Company, the New Bedford Manufacturing Company and the Howland Mills, all yarn mills, after a slight cessation

of operations, continued work at the old rates of wages. No definite statement had yet been made as to the items of the new wage list, or the amount of the proposed reduction in each department. The strike was against any reduction whatever, and the feeling among the operatives was sensibly deepened by the evasion of the "particulars law," so called, which was enacted mainly at the instance of the weavers of New Bedford.

This Board, promptly upon perceiving the situation, sent out the usual printed communications to the manufacturers on the one side and to the agents of the unions on the other, and waited to see if there would be any response. None came.

The mayor invited the arbitration committee of the manufacturers to meet representatives of the unions, with him, in a conference to be held on the 23d. The members of the State Board of Arbitration and Conciliation were also invited by him to attend. The manufacturers' committee decided that they had no authority to act for the associated manufacturers in a matter of that kind, and did not attend the meeting. On the appointed day, the State Board was in the city and attempted to obtain interviews with some of the treasurers of the mills, but most of them were out of town,

and no progress was made in that direction. The mill owners were apparently not desirous of any settlement, and one said, "Let the thing take its course."

The mayor's conference was well attended by the representatives of the operatives; but one manufacturer only appeared to present the views of the mill owners. The State Board was merely a spectator. The meeting was not productive of any definite results.

From this time till October, the condition of affairs remained substantially unchanged. On October 2, the Board issued invitations to the parties interested, requesting them to meet in the presence of the Board, on the 4th, for a conference with a view to a settlement of the controversy. At the time appointed, the representatives of the unions appeared, but a letter was received from the managers of the mills, in which they expressed an objection to appearing at the conference, which they assumed would be public. Subsequently, after an interview with the operatives, the Board met the treasurers by appointment, and the situation was fully discussed with them. On the next day, October 5, the Board, acting in the light of the information obtained from both sides, addressed the following letter to all concerned:—

COMMONWEALTH OF MASSACHUSETTS,
STATE BOARD OF ARBITRATION AND CONCILIATION,
BOSTON, Oct. 5, 1894.

To the Manufacturers and Operatives involved in the present controversy in the cloth mills of New Bedford.

The State Board of Arbitration and Conciliation, acting in the discharge of its duties under the law, and without being applied to by any party to the existing controversy, has placed itself in communication with both sides and made inquiry into the present condition of affairs, sufficient to warrant the Board in saying that the time has come for some understanding under which the mills may resume operations, and thousands of men and women may again be in a position to earn a living for themselves and their families.

To this end the advice of the Board is that the operatives at once assemble in such manner as may seem to them best, and by vote propose to the agents of the respective mills that the mills be opened to the former operatives on Monday next, or as soon as practicable, under a concession of one-half of the reduction heretofore proposed by the manufacturers,—such vote to be promptly communicated to the agents of the mills in writing. And in case such action should be taken under the advice of this Board, and in the hope of better things in the near future when business shall improve, the Board further recommends that the proposition be favorably considered and accepted by the corporations interested.

These recommendations are prompted by a sincere desire to effect a settlement for the benefit of all concerned, and because the Board has reason to believe that if the proposition shall be made as suggested, the controversy may be happily ended, and the normal relations of employer and employees be resumed without further loss of business, or a continuance of the present distress.

By the Board,

BERNARD F. SUPPLE, *Clerk*.

Three days later, at a meeting between the treasurers and the representatives of the spinners' union, an agreement was arrived at, on the lines laid down by the Board. The strike was ended, and on the 11th nearly every mill in the city was running full.

FALL RIVER STRIKE—FALL RIVER.

On August 6, the cotton manufacturers of Fall River, acting together, decided to reduce the wages of their operatives ten per cent. on an average, the reduction to take effect on August 20. The reason specially assigned was the falling off in the demand for goods, and a consequent reduction in the market price of print cloths.

At a meeting, held on the 13th, the Amalgamated Association, representing all the textile workers' unions of Fall River, voted, after much discussion, that the reduction, although "unwise, unjust and uncalled-for," should be accepted under protest. At general meetings of the several unions, held subsequently, similar action was taken, except in the case of the weavers. The weavers voted to take a four weeks' vacation, beginning on the 20th. It was understood that during the "vacation" no officer of the union should receive his salary, that the King Philip strikers should receive no aid in money, and that no relief should be given except in cases of extreme need.

When the day of the proposed reduction arrived

some of the mills were found to be running full, but some were crippled in part and others were wholly idle. Throughout the city about one-third only of the looms were running. The carders, spinners, loom-fixers and slasher-tenders went to work as usual, according to their votes. The weavers for the most part were absent. On the next day ten mills were wholly shut down, and sixteen hundred more looms were at a standstill.

The usual formal communications were sent by the State Board to the various parties involved in the controversy, but the rupture was too recent to afford any chance for cool deliberation, or room for friendly intervention. On the 22d, the executive committee of the manufacturers' association decided that every factory in the association should cease operations at six o'clock on the following day. This recommendation was complied with, and on the 24th only the Durfee Mill, the Seaconnet, the Iron Works, the Conanicut and the Barnaby mills were running. Every other mill in the city was silent. Three days later the Conanicut Mill shut down, and only four out of forty or more mills continued in operation.

Early in September, the Amalgamated Association proposed a conference to the manufacturers, but the latter declined, saying that they could not

afford to pay the increase of wages demanded, and it was useless to discuss the situation. At the end of the four weeks' vacation, the manufacturers still insisting upon the reduction, a strike was declared, and twenty thousand operatives began a new period of idleness.

On October 5 the State Board published its advice, which led to the settlement of the controversy in New Bedford, and it was hoped that the parties involved in Fall River would adopt a similar course to that recommended in the neighboring city. The mayor took steps to bring about a settlement, and wrote the following letter to the manufacturers: —

C. C. ROUNSEVILLE, *Secretary Cotton Manufacturers' Association.*

MY DEAR SIR:— While not desiring to obtrude my views in the unfortunate controversy existing between the employers and the employees in this city, yet I may be permitted, at the request of many citizens, in order to relieve the distress that is daily spreading among us and prevent the further depletion of the public funds, to bring to your attention a phase of the question in which the main industry which you represent is deeply interested. Private charity has done very commendable work to relieve the needy; our business men, citizens and gentlemen in general, notwithstanding the present crisis, are vying with each other in doing charitable work.

The city authorities are doing the best they can to prevent suffering. A general feeling prevails, however, that one remedy would be the opening of the mills, so that those inclined to go in might have work at the earliest moment. Yielding to the wishes expressed to me and acting upon what is coming daily to my official notice, for what I believe to be the best interest of the city, I make this request to your association.

The tax payers, already heavily burdened, will have to bear a great measure of the loss which comes from public relief. This constant drain upon our resources can only be borne by them in the end. It is needless to add that business is severely affected by the lack of employment of so many. I am moved to urge upon you the necessity of speedy action upon the matter in a spirit of conciliation and humanity. One cannot remain indifferent in the presence of a calamity which threatens our population at the approach of winter. I avoid discussing the merits of the controversy. I believe those immediately concerned are better able to do so; but the matter has reached a stage where, on account of the widespread suffering of the unemployed and the irretrievable injury to business in general, and for reasons above stated, we are all interested in an early solution.

Believe me, dear sir,

Very respectfully yours,

J. W. COUGHLIN,

Mayor.

To this communication the following reply was made, on October 10: —

Whereas, it has come to our knowledge, through a communication from His Honor and the representations of various citizens, including the clergy, that much destitution exists in our midst by reason of the closing of the mills and the consequent inability of many of the people to obtain employment, therefore, it is hereby agreed that the manufacturers will open their mills Monday, October 15, for the purpose of allowing all who are so disposed to go to work at the current rate of wages. It is further agreed that we make this public statement to the operatives of this city: —

While, under the large curtailment of production of print cloths in Fall River and elsewhere, there has been a substantial improvement in the market price, and the visible stock has been greatly reduced, there still exists a large invisible stock of what are known as odd makes, with very little, if any, improvement in the demand.

We, therefore, believe that the improvement in the print cloth market is temporary, owing to artificial causes; that nearly, if not quite, all mills have contracts for future delivery sold before the present vacation began on the then prevailing extremely low basis of prices, while stocks of cotton were purchased at much higher prices than now prevail.

In view of these facts, we believe the same necessity exists for a reduction in cost that existed two weeks ago.

Should our view of the conditions affecting the market prove, happily, to be incorrect, and the margin of print cloth is favorable sixty days from the date of starting up, we will return to the schedule of wages paid previous to the reduction for this period of time, giving an opportunity for working out low-priced contracts, also establishing the equilibrium of the market.

In case, however, this offer is rejected by the operatives, or we fail to operate all mills subscribing hereto, we will be governed by the provisions of our original agreement.

The weavers at a mass meeting voted not to accept the terms offered by the manufacturers.

The following terms were offered to the spinners, and accepted by them on the 12th: Work to be resumed, the spinners under a five per cent. reduction, the other operatives under a reduction of ten per cent.; if at the end of sixty days the margin between cotton and cotton cloth should reach 85 cents, all the employees to receive the old wages; if it fell below 66 cents, the spinners to lose the five per cent. and the wages of the other employees to remain the same.

The discrimination in favor of the spinners angered the weavers and other employees, and they refused to accept the result of the conference. On October 15, the day set for starting

up the mills, about one-half the looms were set in motion, and most of the mills continued to run, although at a disadvantage for want of a sufficient number of weavers. On October 23, the following correspondence was had between the parties:—

FALL RIVER, MASS., October 23.

CYRUS C. ROUNSEVILLE, *Secretary Cotton Manufacturers' Association.*

I am instructed to communicate with you, requesting a conference with a committee representing the manufacturers' association, to discuss the present situation and try to bring about a satisfactory settlement.

We have appointed a committee of five, and would be pleased to meet a similar committee from your association at any time and place that you can make convenient.

Hoping to receive an early and favorable reply, I remain,

Respectfully yours,

JAMES WHITEHEAD,

Secretary Weavers' Association.

Mr. JAMES WHITEHEAD, *Secretary.*

DEAR SIR:—In reply to your communication of the 23d instant, I am instructed by the Cotton Manufacturers' Association to decline the conference you propose, for the following reasons:—

For almost a year we have endeavored to operate the mills without reducing wages. Finding that impossible, on account of the business depression, on August 6 notices of a reduction were posted, and on August 20, notwithstanding the fact that all the departments recog-

nized the justice of the policy, the weavers, deciding that they knew better than the manufacturers what would be for the best interests of all, practically took the management of the mills into their own hands, and have dictated for the past ten weeks what the policy should be.

We claim there is nothing in the present market conditions calling for higher wages than those named in the schedule. The fact that, after a curtailment of 1,500,000 pieces, the market should have declined one-fourth of a cent a yard in the past two weeks, we regard as proof of the correctness of our position.

At the earnest solicitation of the mayor and other prominent citizens we were induced to open our mills under representation that all operatives except the mule spinners were ready to resume work.

Believing such to be the fact, and in order that twenty-five thousand operatives should have the opportunity of earning a living, we made a small pecuniary concession to the mule spinners, the same amounting to \$350 on a total pay roll of \$150,000 per week, or less than one-quarter of one per cent. At the same time we offered to restore the wages of all our employees on the expiration of sixty days, if the market conditions remained as favorable as they were at the time the concession was made the mule spinners.

The mills were opened on October 15 with every department full, excepting the weaving, and over fifty per cent. of the looms in operation. This would seem to determine the fact that a large majority of our operatives

had been truthfully represented as desiring to go to work.

Finding such the case, a minority of the weavers commenced a series of demonstrations which resulted in the intimidation of the working weavers and the driving of many of them from their employment.

With these facts in view, any concession is out of the question, and believing that we have made the weavers a fair proposition at the schedule of wages offered, they are given an opportunity to earn as good wages as are paid in any large manufacturing centre in New England, we decline, as before stated, to grant your request for a conference.

Yours respectfully,

C. C. ROUNSEVILLE,

Secretary Cotton Manufacturers' Association.

Since the beginning of the trouble, no one in Fall River had expressed any desire for the services of the State Board, in any capacity whatever; but on the 26th, the Board of its own motion went to Fall River, and met a committee of five, representing the weavers' union, who had been requested to meet the Board. They expressed their readiness to return to work on a five per cent. reduction, the same as had been offered to the spinners, and with an assurance that the former wages would be restored in sixty days, if in the meanwhile the margin or difference between the buying price of cotton and the selling price of cloth

should have reached 85 cents. They also said that if the manufacturers should insist upon a ten per cent. reduction, but would promise the former wages at the end of sixty days, in case the margin should reach 77 cents, the weavers would consider it. The substance of this interview was reported to the manufacturers' committee, who said that they had no authority to depart from the terms laid down by the vote of the association, which had decided that the ten per cent. reduction must stand without any concession. They also declined to meet a committee from the weavers' association.

The weavers' committee were then advised by the Board to take no action tending to break off negotiations, but to consider the advisability of returning to work under the Board's advice, with a view to referring the question of prices to some form of arbitration, as soon as business should have improved sufficiently to warrant a restoration of former wages. The committee undertook to lay the Board's suggestions before the whole body of weavers whom they represented.

On the day next following, the Board had further communication with the committee of the manufacturers, with a view to obtaining, if possible, further instruction from the manufacturers' association to its committee. A conditional ap-

pointment was made for a meeting with the Board on the 31st. But further negotiations were rendered unnecessary by a vote of the weavers on October 29 to return to work on the following Tuesday, on the terms offered by the manufacturers.

**PARKHILL MANUFACTURING COMPANY—
FITCHBURG.**

About the middle of August, the treasurer of the Parkhill Manufacturing Company, of Fitchburg, engaged in the manufacture of fine ginghams, gave notice to the employees that, by reason of dulness in the trade, the mills would be shut down on the 24th; but a few days before the time appointed the notice was revoked, and a reduction of ten per cent. in the wages was proposed. The employees, or many of them, were members of Textile Union No. 74, but a general meeting of all the employees was called, to consider the proposed reduction. The action of the meeting was against accepting the reduction, but it was voted that "A committee shall be appointed to investigate wages paid in Fall River, New Bedford and Providence, where similar goods are made, and the employees shall accept the reduction, if the committee reports that their employer is correctly informed of the wages paid there; but if they report the contrary, the employer shall withdraw his proposition to reduce." The adoption of this

vote was made known to the treasurer, but the proposal contained in it was not agreed to by him. On August 24, the mills were shut down, in accordance with the notice first given.

On September 7, notices were posted that the mills would start up on Monday, the 10th, at a reduction of wages varying from three per cent. to seven per cent. The operatives met and voted not to go to work. The three mills started up on the day appointed, and at the same time the operatives met outside their respective mills, and chose a committee to confer with the treasurer, renew the proposal for an investigation, and ask for certain explanations of the new wage lists. The president and the treasurer met the committee, and expressed regret at the state of affairs, and that any reduction should have become necessary. Nothing was accomplished by the interview.

Three days later, the clerk of the Board was sent to Fitchburg to ascertain the leading facts from the workmen, and upon hearing his report, the Board decided to go there and attempt to reconcile the parties. On the 19th, accordingly, the Board called upon all the parties to the controversy, at Fitchburg, and heard what they had to say, on one side and on the other. It was the same story, so often repeated during the past year:

the employer confronted with a lifeless market, no orders for new goods, slow sale for the product on hand, and a dark prospect ahead. From the employer's point of view there was certain loss ahead; but he thought it better to run at a loss rather than shut down the mills,—better for the business in the end, and better for the employees, who must earn something, in order to live. In the opinion of the employer, in order to do this, it was necessary to reduce the wages, and that course was reluctantly decided upon. To the workmen, on the other hand, it seemed like cutting down their earning capacity to a point at which it was no longer worth while to continue at work. At the interview with the president, the Board was informed that he would agree to take back all the employees and use them well, to run the mills fifty-eight hours a week, and to restore the wages when business should improve. The proposal to investigate prices paid in other mills was declined, for reasons which seemed good to the president.

The Board reported the substance of the interview to the workmen, explained to them that, as matters then stood, the Board could not enter upon the investigation proposed, and advised them to give careful consideration to the question of returning to work under the offer of the company,

and thus acquire the right to call upon the State Board to act under the law.

The proposition to return to work was not considered favorably, and the controversy drifted along without any definite result, until in the course of time the operatives returned to work under the conditions established by the company.

J. F. DESMOND — MARLBOROUGH.

On September 8, a joint application was received from J. F. Desmond, shoe manufacturer, of Marlborough, and the lasters in his employ, relating to prices for lasting by the Consolidated Hand-method Machine. A hearing was had on the 18th, and an expert assistant was nominated by the employees. The employer, not being prepared to submit a name, said he would do so later. After waiting until October 8, the Board requested him to nominate an expert assistant, to which request he replied that by reason of the action of the lasters' union he had ceased to operate the machine, and had "concluded to let the matter of price drop, and not nominate any expert."

Nothing further was done by the Board.

H. A. TRULL—HUDSON.

The following decision was rendered, on November 12:—

In the matter of the joint application of H. A. Trull, of Hudson, and the lasters in his employ.

PETITION FILED SEPT. 10, 1894.

HEARING SEPTEMBER 12.

This case comes to the Board upon the joint application of the employer and the lasters employed by him. The wage list in force in the factory at the time when the application was filed embodied a reduction from the prices which were formerly paid in this factory by another employer. The present employer started up the factory under the present reduced rates, and the question having been referred by agreement to this Board, the employees claimed a considerable advance upon the present prices. The employer answered, first, that in the present depressed condition of business and in the face of an unpromising market he could not afford to pay any more wages, and, second, that a fair comparison with the wage lists of his competitors would show that the prices he was paying were high enough.

After hearing the parties and making the usual investigation of the prices and conditions in other factories making a similar grade of goods, the Board recommends the following list of prices to be paid in the factory of H. A. Trull at Hudson:—

Mr. H. A. TRULL.

DEAR SIR:— You are hereby notified that the lasters in your employ will not be governed by the decision of the State Board of Arbitration after sixty days from date.

Yours, etc.,

Per order L. P. U.

It may be presumed that the above notice was intended to be given in accordance with the provision of law which gives either party the right to nullify a decision by giving sixty days' notice; but, if such was indeed the intention, it would have been a more manly, as well as a more business-like proceeding, if some one had signed the paper. The most obvious result of giving the notice was that the employer stopped taking orders, and at the end of the year closed up his factory in Hudson, discharged his employees, and went away to seek a more congenial place for his business. It is fair to say that, if the lasters had taken a little time for consideration, they might not have acted in such a way as was well calculated to injure the town, and, temporarily at least, injure other employees.

H. A. TRULL—HUDSON.

On November 28, the following decision was rendered:—

In the matter of the joint application of H. A. Trull, of Hudson, and his employees in the bottoming, finishing and stitching departments.

PETITION FILED SEPT. 10, 1894.

HEARINGS SEPTEMBER 12, 17.

In this case the employees ask that the wages established by the employer, in his Hudson factory, be increased to an amount nearly or quite equal to the wages paid before the present reduced list was posted. After a full hearing and investigation of prices paid for similar work, the Board recommends that the following prices be paid in the shoe factory of H. A. Trull, at Hudson:—

Bottoming Room.

McKay sewing:—

| | |
|------------------------------|--------|
| Men's, | \$0.36 |
| Boys' and youths', | .32 |

Fairstitching:—

| | |
|-------------------------------------|-----|
| Men's, boys' and youths', | .34 |
|-------------------------------------|-----|

Stand Nail, Rapid Standard, double sole tap:—

| | |
|------------------------------|-----|
| Men's, | .28 |
| Boys' and youths', | .24 |
| Channel nailed, | .28 |

Taps:—

| | |
|---------------------|-----|
| Slugging, | .40 |
| Breasts, | .10 |

| | | |
|-----------------------|---|------|
| Children's, | " | 2.25 |
|-----------------------|---|------|

Miscellaneous :—

| | | |
|--|---------|--------|
| Painting bottoms, | per day | \$1.75 |
| Slicking bottoms, | " | 1.50 |
| Blacking shanks, | " | 1.65 |
| Padding, | " | 1.65 |
| Stamping, | " | 1.65 |
| Cleaning shanks and marking, | " | 1.00 |
| Treeing, | " | 2.00 |
| Brushing heels, | " | 1.25 |
| Dressing shoes, | " | 1.50 |

Pasting :—

| | |
|---|-----|
| Balmoral and blucher facing, | .08 |
| Button boots and vamps, | .08 |
| Folded linings on balmorals, | .16 |
| Creole linings and facings, | .36 |
| Creole gores, | .18 |
| Circular seam Polish, Stearns 2107, | .16 |
| Circular seam Polish and facing 2280, per 36 pairs, | .18 |
| Leather-lined creedmores, | .16 |
| Button pieces, | .05 |
| Straps, | .05 |
| Congress loops, | .03 |

Rubbing and turning :—

| | |
|---|-----|
| Balmorals, congress and blucher, waxed, | .10 |
| Lined creedmores, | .08 |
| Button boots, Merrick, | .09 |
| Creedmores, unlined, | .06 |
| Creoles, Merrick, | .07 |
| Waxed creoles, | .08 |
| Merrick work, | .07 |
| Circular seam Polish, lined, | .09 |
| Circular seam Polish, unlined, | .07 |
| Women's kip polka, | .08 |
| Vamps, | .04 |

Shaping heel seam :—

| | |
|---|-----|
| Samples, on cylinder machine, | .10 |
|---|-----|

Pounding :—

| | |
|---------------------------------------|-----|
| Beaded work, | .08 |
| Tops of trimmed lace shoes, | .05 |

Stitching : —

Union Special, two-needle :

| | |
|-------------------------------------|--------|
| Tips, | \$0.10 |
| Blucher tongue to lining, | .12 |
| Blucher lining to vamp, | .12 |

Wheeler & Wilson :

| | |
|---------------------------|-----|
| Gusset to vamp, | .16 |
|---------------------------|-----|

Cylinder :

| | |
|---------------------------------------|-----|
| Gusset to quarter, | .28 |
| High-cut gusset to quarter, | .34 |

Barring, waxed thread : —

| | |
|---|-----|
| Two-needle Merrick, cylinder, | .36 |
| One-needle Union, 74 pattern, | .45 |

Closing heel seams, Merrick : —

| | |
|---|-----|
| Women's circular seam Polish, | .14 |
| Misses' circular seam Polish, | .13 |
| Children's circular seam Polish, | .12 |
| Creedmores, | .12 |
| Men's bluchers, | .16 |
| Boys' and youths' bluchers, | .15 |
| Men's balmorals and congress, | .16 |
| Boys' and youths' balmorals and congress, | .15 |

Closing, waxed thread, heel seam, Union : —

| | |
|--|-----|
| Men's balmorals and congress, | .16 |
| Boys' and youths' balmorals and congress, | .14 |
| Men's creoles, | .15 |
| Boys' and youths' creoles, | .13 |
| Women's circular seam Polish, | .13 |
| Misses' and children's circular seam Polish, | .12 |
| Women's circular seam Polish, Stearns, | .14 |
| Women's, misses' and children's polka, | .13 |
| Misses' and children's side seams, | .22 |
| Women's side seams, | .24 |
| Creedmores, | .12 |
| Whole vamps, | .08 |
| Gussets, | .06 |

Counterling, waxed thread, Union : —

| | |
|---|-----|
| Women's polka, | .13 |
| Misses' and children's polka, | .12 |

| | |
|--|--------|
| Misses' and children's circular seam Polish, . . . | \$0.12 |
| Women's circular seam Polish, . . . | .13 |
| Men's creedmores and creoles, . . . | .14 |
| Goring, Waxed thread, Merrick and Union : — | |
| Women's, . . . | .14 |
| Misses', . . . | .13 |
| Children's, . . . | .12 |
| Plough shoes, . . . | .13 |
| Farmers' Alliance, . . . | .25 |
| Staying, Merrick, two-needle : — | |
| Waxed thread : | |
| Balmorals, congress and creedmores, . . . | .15 |
| Creoles, . . . | .15 |
| Plough shoes, . . . | .15 |
| Unlined balmorals, . . . | .15 |
| Polka, . . . | .18 |
| Circular seam Polish, . . . | .18 |
| Side seam, . . . | .24 |
| Dry thread : | |
| Balmorals and creedmores, flat, . . . | .20 |
| Button pieces, inside, . . . | .17 |
| High-cut creedmores, . . . | .22 |
| One-needle : | |
| Men's bluchers, balmorals and congress, . . . | .22 |
| Boys' and youths', . . . | .20 |
| Spread eyeleting : — | |
| Men's, boys' and youths', . . . | .12 |
| Eyeleting : — | |
| Polka and Polish, . . . | .07 |
| Lined closed polkas, . . . | .11 |
| Men's, . . . | .10 |
| Boys', . . . | .09 |
| Youths', . . . | .09 |
| Men's first and second quality, . . . | .10 |
| Boys' and youths', . . . | .09 |
| Men's third and fourth quality, . . . | .10 |
| Boys' third and fourth quality, . . . | .09 |
| Tonguing, waxed thread, Union : — | |
| Women's polka, . . . | .12 |

| | |
|--|--------|
| Misses' and children's, | \$0.10 |
| Women's Polish, | .10 |
| Misses' and children's Polish, | .10 |
| Men's plough shoes, | .12 |
| Boys' and youths', | .12 |
| Gusset plough, | .18 |
| Lapping, Post: — | |
| <i>Two rows:</i> | |
| Women's polka, | .15 |
| Misses' polka, | .14 |
| Children's polka, | .14 |
| Women's Polish, | .15 |
| Misses' Polish, | .14 |
| Children's Polish, | .13 |
| <i>Three rows:</i> | |
| Ploughs, creedmores and creoles, | .20 |
| Stitching, congress gores, plain edge, Wheeler & Wilson: — | |
| Men's, boys' and youths', held on, | .72 |
| Turned lining, tops all made, | .90 |
| First row on trimmed edges, Wheeler & Wilson: — | |
| Men's round-top balmorals and button boots, held on, | .26 |
| Boys' round-top balmorals and button boots, held on, | .24 |
| Youths' round-top balmorals and button boots, held on, | .22 |
| Men's folded linings pasted, | .24 |
| Boys' folded linings pasted, | .22 |
| Youths' folded linings pasted, | .20 |
| Men's creedmores, flat before closing, | .24 |
| Boys', flat before closing, | .22 |
| Youths', flat before closing, | .20 |
| Men's creedmores closed, leather lined, | .24 |
| Boys' creedmores closed, leather lined, | .24 |
| Youths' creedmores closed, leather lined, | .22 |
| Men's balmorals, trimmed lace, front only, | .16 |
| Boys' and youths' trimmed lace, | .14 |
| Men's turned and trimmed lace, | .28 |
| Boys' and youths' turned and trimmed lace, | .28 |
| Boys' button boot turned and trimmed button piece, | .30 |
| Men's corded balmoral top, | .22 |
| Boys' and youths' corded balmoral top, | .20 |

| | |
|--|--------|
| Women's circular seam Polish closed, | \$0.30 |
| Misses' circular seam Polish closed, | .30 |
| Children's circular seam Polish closed, | .28 |
| Women's circular seam Polish pasted, | .28 |
| Misses' circular seam Polish pasted, | .26 |
| Children's circular seam Polish pasted, | .24 |
| Stamping:— | |
| Congress, | .04 |
| Balmoral button and creedmore, | .04 |
| Blucher, | .04 |
| Creole, | .02 |
| Don Pedro, | .05 |
| Polish linings, | .03 |
| Polish gores, | .04 |
| Lined creedmores with toe piece, | .04 |
| Unlined Polish, | .04 |
| Second row, with tongue:— | |
| Spread eyelets, | .22 |
| Straight eyelets, | .20 |
| Sham row on quarter with tongue out, | .08 |
| Blucher, | .16 |
| Boys' and youths' square top balmorals with tongue, . | .18 |
| Vamping, dry thread, cylinder, one-needle:— | |
| Men's creedmores, three rows, one-needle, . . . | 1.16 |
| Boys' creedmores, | 1.12 |
| Youths' creedmores, | 1.10 |
| Youths' creedmore blucher, | .84 |
| Men's blucher, | .90 |
| Boys' blucher, | .86 |
| Men's balmorals, three rows, | 1.16 |
| Boys' balmorals, three rows, | 1.12 |
| Youths' balmorals, three rows, | 1.10 |
| Men's balmorals, two rows, one-needle, | .96 |
| Boys' balmorals, two rows, | .92 |
| Youths' balmorals, two rows, | .90 |
| Vamping, two rows:— | |
| Congress and balmorals, Union Special machine, two-needle, | .40 |
| Congress and balmorals, Singer machine, two-needle, . | .44 |
| Button boots, Union Special machine, two-needle, . | .40 |

| | |
|--|--------|
| Button boots, Singer machine, two-needle, | \$0.44 |
| Boys' and youths', Union Special machine, two-needle, . | .36 |
| Boys' and youths', Singer machine, two-needle, . . . | .40 |
| Vamping, dry thread, Singer, one-needle: — | |
| Flat vamp, one-needle, | .54 |
| Stitching points, | .40 |
| Third row, one-needle, congress and balmorals, . . . | .20 |
| Vamping, dry thread, balmorals, congress and button boots: — | |
| Men's, Merrick, three rows, three-needle, | .40 |
| Boys', Merrick, three rows, | .36 |
| Youths', Merrick, three rows, | .32 |
| Two and three rows, fine Merrick glove grain, . . . | .32 |
| Two rows, Merrick, two-needle, | .36 |
| Two rows, circular seam Polish, women's, | .25 |
| Three rows, circular seam Polish, women's, three-needle, | .32 |
| Three rows, circular seam Polish, misses', three-needle, | .30 |
| Three rows, children's, | .28 |
| Men's, boys' and youths', cylinder-fitted, | .56 |
| Two-needle, dry thread, Wheeler & Wilson: — | |
| Two rows on creedmores, two-needle, | .18 |
| Unlined goring creoles with facings, | .56 |
| Unlined creoles, gore and strap, no facing, | .48 |
| Lined creoles with strap, | .65 |
| Linings pasted in with facing, | .50 |
| Carrick gore, per 36 pairs, | .18 |
| Beaded top, Singer, one-needle: — | |
| Men's square-top balmorals, trimmed, front, | .40 |
| Boys' square-top balmorals, trimmed, front, | .38 |
| Youths' square-top balmorals, trimmed, front, . . . | .36 |
| Men's high-cut balmorals and strap, | .50 |
| Boys' high-cut balmorals and strap, | .48 |
| Youths' high-cut balmorals and strap, | .46 |
| Men's button quarters, | .36 |
| Boys' button quarters, | .34 |
| Youths' button quarters, | .32 |
| Men's button pieces, | .18 |
| Boys' button pieces, | .17 |
| Youths' button pieces, | .16 |
| Men's bluchers, | .42 |

| | |
|---|--------|
| Boys' bluchers, | \$0.40 |
| Youths' bluchers, | .38 |
| Creedmores, beaded all round, | .44 |
| Cording creedmores, | .32 |
| Cording creedmores, down lace, | .40 |
| Circular seam Polish, 170-280 cut, | .70 |
| Cording tops of balmorals, | .20 |
| Cording tops of balmorals closed, | .80 |
| Skiving:— | |
| Skiving (day work), per day, | 1.50 |
| Stitching linings, Wilcox & Gibbs, one-needle:— | |
| Balmorals, top and side facings, | .12 |
| Congress, front lacings, | .08 |
| Tops, | .08 |
| Imitation turned, balmorals, | .14 |
| Closing creedmores, | .06 |
| Closing circular heel seam, | .07 |
| Mortimer cut, | .26 |
| Creoles, | .08 |
| Closing and staying creedmores, | .20 |
| Closing and staying balmorals, | .24 |
| Closing on balmorals, | .12 |
| Closing on tops, bluchers, | .12 |
| Cylinder-fitted with loop, | .14 |
| Cylinder-fitted without loop, | .10 |
| Trimming with scissors:— | |
| Bluchers, | .10 |
| Congress gore, | .08 |
| Creoles, | .10 |
| Creoles lined, | .12 |
| Cloth-lined creedmores, | .06 |
| Leather-lined creedmores, | .08 |
| Balmorals, heel seams, | .08 |
| Miscellaneous:— | |
| Perforating tips, | .01½ |
| Stringing, per 12 pairs, | .01 |
| Packing, per 12 pairs, | .00½ |
| Braces on vamp, | .08 |
| Turned top of congress lining, | .04 |
| Roll imitation turned lining, | .08 |

Pinking :—

| | |
|--------------------|--------|
| Facings, | \$0.03 |
| Tips, | .02 |
| Vamps, | .05 |

Riveting :—

| | |
|---|-----|
| Plough shoes, two buckles, | .20 |
| Rivet and buckle creedmores, | .10 |
| Rivet creedmores, per 12 pairs, | .01 |

In fixing wages to be paid by the day, the Board, in each instance, has had in mind a competent person of average skill and ability employed to do work of the Hudson grade. But since it is well known that workmen exhibit various degrees of skill and speed, it is not intended by this Board to draw a rigid line and require the manufacturer to pay one uniform rate to all, whatever their skill and ability may be. It is expected, rather, that special cases will be dealt with in such a manner that the operatives may receive a fair return for their labor, and the employer may not suffer in particular instances by being required to pay an inferior workman the wages of a first class man.

Except when otherwise specified, the piece prices are intended to apply to 48 pairs of men's, boys' and youths', and 60 pairs of women's, misses' and children's shoes, respectively.

In accordance with the agreement of the parties, this decision is to take effect from Sept. 10, 1894, the date of the application.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. The decision was accepted and acted upon by all concerned.

G. B. BRIGHAM & SONS — WESTBOROUGH.

On November 12, the following decision was rendered: —

*In the matter of the joint application of G. B. Brigham & Sons,
of Westborough, and their employees.*

PETITION FILED SEPTEMBER 13.

HEARING SEPTEMBER 13.

The firm in this case has introduced the Stoddard crimping machine, but, no price having been established in the factory, the Board is requested by all concerned to fix a fair price for crimping seamless creole shoes.

Having given the matter due consideration, the Board recommends that in this factory the firm pay the sum of six cents per dozen; but when shoes are put through the machine again, after being in the drying room, the Board recommends that eight cents per dozen be paid.

It is agreed by the parties that this decision shall take effect from May 1, 1894.

By the Board,

BERNARD F. SUPPLE,

Clerk.

Result. The decision was accepted and acted upon by all concerned.

UNITED STATES WHIP COMPANY — WESTFIELD.

The Board received a communication, on October 25, that the United States Whip Company, a corporation extensively engaged in the manufacture of whips, etc., had prepared a new schedule of prices, that the effect was a reduction of ten per cent. and upwards, and there was apprehension of a general strike in Westfield. The Board at once gave notice that it would visit that town on the 30th, and on the appointed day had interviews with the workmen and with the general manager and executive committee of the corporation, who had a meeting that day.

The manager stated that the reduction was unavoidable, by reason of the falling off in trade, due in part to the general depression in the business world and partly to the increasing use of bicycles. It was stated that, taking the entire pay roll into consideration, the reduction would not exceed five per cent., but it appeared that a good many of the employees did not suffer any reduction, while, of those whose wages were reduced, the percentage was in some instances as high as twenty-five. In

reply to the Board's inquiries, the manager said that, if the Board so recommended, he would, with the executive committee, reconsider such items as might be brought to their attention by the employees as being disproportionately severe, and would do what they could to correct any irregularity that might appear. This was reported to the agent of the employees, who was requested to state to the meeting to be held that evening that the Board advised against any strike, but that a committee should present to the manager any items which appeared to them to cut too deep, and await the decision of the corporation; that later on, when business and the season should be more propitious, if the employees in their judgment thought best to apply in the regular way, the Board would, as required by law, take up the matter, make an investigation and report accordingly.

The Board has received recent information to the effect that the general manager and executive committee, acting in compliance with the Board's request, examined again carefully the schedule of wages, but that no further complaints from the employees were presented to them.

DONOHUE & WHITE — LYNN.

On November 3, the greater part of the men employed by Donohue & White, morocco manufacturers of Lynn, went on strike to enforce a demand for a restoration of the rate of wages paid before July, 1893, when a reduction was made of \$1 per week. The firm said that they were paying as much as any one else, and could not afford to pay any more, and offered to show their books to the employees.

The Board communicated informally with the parties, and then gave notice to both parties that they would go to Lynn on the 14th, for the purpose of attempting a settlement. On the next day, however, a letter was received from the firm, in reply to the Board's communication, stating that the controversy had been settled satisfactorily to both sides, and that most of the men had returned to work.

The foregoing annual report is respectfully submitted.

CHARLES H. WALCOTT,
RICHARD P. BARRY,
RICHARD E. WARNER,
State Board of Arbitration and Conciliation.

Boston, Feb. 25, 1896.

PUBLIC DOCUMENT No. 40.

ANNUAL REPORT

OF THE

STATE BOARD OF ARBITRATION AND CONCILIATION

FOR THE YEAR ENDING DECEMBER 31, 1895.

BOSTON :
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1896.

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TENTH ANNUAL REPORT.

To the Senate and House of Representatives in General Court assembled.

By a careful reading of the following reports of cases which have claimed this Board's attention during the year 1895, any one may attain to a fair understanding of the methods pursued by the Board, according to the various aspects assumed by controversies between employers and employed. For one-half of the year the Board was almost constantly employed, but, happily, for the greater part of the last six months the State has been unusually free from labor differences.

When the last annual report was submitted the city of Haverhill was deeply agitated by a general strike, which was accompanied by an unusual amount of bitterness, and fully illustrated most of the disadvantages of such controversies. The subsequent pages will show how far and to what extent the Board was connected with the case.

As an instance of a totally different method of approaching difficult and involved questions, affect-

ing the business relations of thousands of people, we may refer briefly to the recent action of the manufacturers and labor unions of Marlborough, who have, after much intelligent discussion, joined in an agreement to abide by the decision of the State Board upon the question of material reductions which affect every factory in the city. An account of this case belongs properly to the next annual report, but we may say, in passing, that in Marlborough there has been work, such as could be obtained, instead of idleness; courteous discussion, instead of strikes and lockouts; and, whatever may be thought of the final solution of the difficulty, when it shall be reached, it is worth something to know that the business can go on, and men and women can work, while the attempt is being made to attain to a fair result.

It may be said in general of the Board's work during the last year that, while the volume of business has not increased, the quality of the work has not deteriorated. In the last twelve months have occurred most noteworthy instances of successful arbitration and conciliation. All decisions upon joint applications have been accepted in the best spirit by the parties concerned, and when the parties to a controversy thought there was nothing which they could reasonably be expected

to submit to arbitration, the Board has been successful beyond the anticipations of any one in bringing the representatives of the parties together and effecting an amicable agreement. A good instance of this kind is seen in the case of the Boston steam fitters, who, after a settlement had been practically agreed upon, were so well pleased with what had been done that they united in putting into the settlement an agreement that in the future any differences which cannot be settled by the respective committees of the association of employers and the union shall be referred to the State Board for final decision, without strike or lockout.

It may confidently be asserted, as we have said in former reports, that arbitration and conciliation in the name of the State are fully justified by practical experience in this Commonwealth; but how far the usefulness of the Board shall extend must necessarily depend upon the education and enlightenment of the people, — upon the general recognition of the fact that arbitration, which is so much lauded as a substitute for war between nations, is identical in principle with the remedy which the law of Massachusetts provides for the less conspicuous controversies of the business world. The issues in the one instance are debated upon a larger platform; but it is doubtful if the

practical results of the decision are not as deeply felt by the people whose individual earnings and profits are directly involved in the case. It is also in favor of industrial arbitration as practised here, that when an emergency arises there is a Board previously constituted, in readiness to act and to do its work unhampered by politics or anything else outside the merits of the particular matters in dispute.

The work of expert assistants has continued to be a useful aid to the Board; but, in order to obviate some difficulties and complaints of a practical nature, it has become the settled policy of the Board that no member of the firm or corporation involved, and no employee of such firm or corporation, will be considered eligible to appointment as expert assistant.

This Board has taken cognizance during the year of controversies involving persons whose yearly earnings are estimated at \$1,704,666.66. The total yearly earnings under ordinary conditions of the factories, etc., involved, are estimated at \$7,483,250.

The expense of maintaining the State Board for the year has been \$10,082.16.

REPORTS OF CASES.

REPORTS OF CASES.

L. T. JEFTS—HUDSON.

The controversy in this case began in the summer of 1894, at which time the employees of L. T. Jefts, of Hudson, shoe manufacturer, requested a restoration of wages to the point from which they had been reduced in March of the same year. The request not being acceded to, all the employees, except the lasters, struck on June 19, and on the following day the agent of the workmen so informed the Board in writing, and expressed a desire for the services of the Board in effecting a settlement. A letter was at once sent to Mr. Jefts, requesting an appointment, and fixing a day for visiting his place of business at Hudson. A reply was received, stating that the employer would be out of town on the day suggested, and when, a few days later, on the 25th, a member of the Board went to Hudson, the factory was closed and no one representing the employer could be found. The factory remained closed, and in the

early part of July interviews took place between the employer and the representatives of the workmen. Some concessions were offered by the employer, but no agreement being reached, the workmen proposed to leave the matter to the State Board. Mr. Jefts made no definite objection to the proposal, but expressed a desire to make another attempt at agreement. Further attempts having proved unsuccessful, the Board invited both parties to meet in conference with the Board on July 21. They met, as suggested, and the employer offered some further concessions, which were subsequently laid before the employees, and they voted the employer's proposal unsatisfactory. Subsequently work was resumed in the factory under an agreement to submit matters in dispute to a local board of arbitration to be selected by the parties. On October 27 Mr. Jefts called upon the Board and said that it was impossible to agree upon a third arbitrator, and that the dispute being still unsettled, the employees had threatened to strike if the old prices were not restored by a day named. A conference was forthwith arranged, and, upon the suggestion of the Board, it was agreed that the changes already settled upon should be considered as fixed and agreed to, that another effort should be made to

agree upon other items, as many as possible, and that whatever then remained unsettled should be referred to the State Board for decision. The conference was adjourned, other points were settled, but on November 1 a joint application was received by which a large number of items relating to wages in the sole-leather room, stitching room and bottoming room were submitted to the judgment of the Board.

After due hearing of the parties and an investigation by the aid of expert assistants, the following decision was reached on January 28, 1895:—

In the matter of the joint application of L. T. Jeffs, of Hudson, and his employees.

PETITION FILED NOVEMBER 1, 1894. HEARINGS, NOVEMBER 9, DECEMBER 4.

In this case the Board is asked to adjust certain items of the price list relating to the sole-leather room, stitching room and bottoming room. After a full hearing and investigation, the Board recommends that the following prices be paid in the factory of L. T. Jeffs, at Hudson:—

SOLE-LEATHER ROOM.

| | Per day. |
|--|----------|
| Heel-cutting, underlifting, | \$1.75 |
| Cutting inner soles by hand, | 2.00 |

STITCHING ROOM (NAILED AND PEGGED WORK).

| | Per 60 pairs. |
|---|---------------|
| Stitching gores, polka, unlined, National machine, women's, misses' and children's, | \$0.16 |
| Lapping heel seams, two-needle National machine, unlined, women's, | .16 |

| | Per 60 pairs. |
|---|---------------|
| Lapping heel seams, two-needle National machine, unlined, misses' and children's, | \$0.15 |
| Stitching counter pockets, National machine, unlined, | .13 |
| Eyeleting, steam-power machine, unlined, | .07 |
| Eyeleting, steam-power machine, lined, | .09 |
| Vamping, three-needle Merrick machine, shoes cut by the firm, women's and misses', | .30 |
| Vamping, three-needle Merrick machine, shoes cut by the firm, children's, | .25 |
| Vamping, two-needle Merrick machine, shoes cut by the firm, women's and misses', | .25 |
| Vamping, two-needle Merrick machine, shoes cut by the firm, children's, | .22 |
| Staying heel seams, two-needle Merrick machine, | .16 |
| Closing heel seams on bound shoes, National machine, | .28 |
| Riveting, foot-power, 4 rivets to the pair, | .04 |
| Riveting, foot-power, 8 rivets to the pair, | .07 |
| Riveting, foot-power, 12 rivets to the pair, | .10 |
| Riveting, new style, tubular, steam-power machine, 4 rivets to the pair, | .04 |
| Riveting, new style, tubular, steam-power machine, 8 rivets to the pair, | .06 |
| Riveting, new style, tubular, steam-power machine, 12 rivets to the pair, | .08 |
| Putting in patent stays, sorting out tops and tongues, and tying up tops, | .13 |
| Putting in patent stays, | .08 |
| Sorting out and tying up tops, | .05 |
| Stitching second row, Singer machine, one-needle, lined, | .15 |
| Stitching second row, Singer machine, one-needle, unlined, | .22 |
| Cording top polka and trimming down lace, Singer machine, one-needle, | .35 |
| Cording top Polish, circular seam, trim lace, | .30 |
| Stitching across corded top, | .18 |
| Cording tops and fronts, unlined, | .30 |
| Cording tops and fronts, lined, | .26 |
| Stitching facings to linings, held on, | .28 |

| | Per 60 pairs. |
|---|---------------|
| Stitching on bound linings, Singer machine, | \$0.30 |
| Stitching Carrick gores, Singer machine, one row, one-needle, . | .23 |
| Stitching climax gores, Singer machine, one row, one-needle, . | .25 |
| Stitching union, circular seam, down lace and across top, . | .30 |
| Stitching union polka, down lace and across top, Singer machine, | .40 |
| Binding, old method, | .38 |
| Binding, new method, | .50 |
| Stitching half counters, Singer machine, | .07 |
| Turning corded tops and fronts, lined, | .28 |
| Rubbing bound shoes by hand, | .28 |
| Rubbing heel seams by hand, | .18 |
| Rubbing side seams by hand, | .18 |
| Rubbing side seams, Union machine, not including cutting up, . | .05 |
| Rubbing heel seams, circular seam Polish, unlined, Union machine, not including cutting up, | .05 |
| Rubbing and turning polkas by machine, not including cutting up, | .08 |

BOTTOMING ROOM (NAILED AND PEGGED WORK).

| | |
|--|-----|
| Levelling, Giant machine, | .07 |
| Edge trimming, Busel machine, women's, misses' and children's, | .20 |
| Edge making, Truck machine, including blacking, | .23 |
| Sanding, blacking and burnishing heels, stone wheel, | .20 |

When not otherwise specified, the above items cover women's, misses' and children's shoes.

In fixing wages to be paid by the day, the Board has had in mind a competent workman of average skill and quickness; but it is not intended to draw a hard and fast line for all workmen, and require the manufacturer to pay one uniform rate without regard to differences of skill and capacity. It is expected that special instances will

be dealt with by all concerned according to the merits of each case.

In accordance with the agreement of the parties, this decision is to take effect from September 4, 1894.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. An explanation of two items was subsequently asked for by the parties and given by the Board, but the decision was accepted and acted upon by all concerned.

FAULKNER MILLS—LOWELL.

In November, 1894, a reduction was made in the wages of the employees of the Faulkner Mills, of Lowell, and after an attempt on the part of the employees, through a committee, to procure more favorable terms, all the employees, about five hundred in number, struck on November 26. No attempt was made to start up the mills, and on December 18, the Board had an interview with a committee of the striking employees, and on the following day with the firm. The committee said that they had no authority to appeal to the State Board, but would report the visit to their associates in the strike at the next meeting. The firm appeared not to be anxious to start up the mills, said that they had goods on hand which they could not sell, that the reductions had been similar to those recently made in the Lowell mills, and that they would not on any account open the mills before the beginning of the new year.

Later, on January 21, the Board visited Lowell again, in the hope that the time had arrived for

an understanding under which business might be resumed. The strike had lasted nine weeks, and during that time there had been no attempt at a conference between the parties. It was learned that the firm was willing to make concessions in favor of those whose wages were ten cents an hour, but this was not sufficient to induce the strikers to return to work. On February 2, the Board had an interview with both parties, and at the Board's suggestion, the firm offered to open the mills and re-employ the old workmen at the former wages without discrimination. The mills accordingly started up two days later, at least in some departments, and in a few days were running as usual.

LASTERS' STRIKE — HAVERHILL.

On or about December 10, 1894, began a succession of strikes in the factories of Haverhill, growing out of dissatisfaction with the earnings on the Consolidated Hand-Method lasting machine then lately introduced into the city. The course adopted was to present a price-list to one or more employers each day, and, upon receiving a refusal, to strike. After several of the smaller factories had been dealt with in this manner, the question of a general strike was agitated. Then one of the large factories was made prominent, that of W. W. Spaulding, by the delivery to each employee in the bottoming room, on December 22, of a notice of the tenor following : —

Notice.

All workmen on this floor are hereby discharged. The balance of wages due will be paid Monday, at four o'clock. Any workman who may wish to re-engage will apply to Mr. Whittier, Wednesday morning.

W. W. SPAULDING.

HAVERHILL, MASS., December 22, 1894.

No reason was assigned at the time for this summary discharge, and the employees thought there was reason to believe that it meant the opening of a "free shop," that is, a factory in which the unions would not be recognized. Subsequent events appeared to justify the belief of the workmen. On Monday the "shop's crew" met, and, looking upon the action of the employer as a "lockout," voted to enter upon a strike of the whole factory.

On the 20th the State Board visited the city, and separate interviews were had first with the representatives of the lasters' union, and afterwards with a few of the manufacturers. It appeared that at that time about one hundred and twenty lasters were out on a strike, and about eight factories were directly affected. The workmen complained that they could not earn as much as they could by hand lasting, and the manufacturers replied that they were new to the machine, and must allow some time in which to become accustomed to it. The reports of what the workmen earned varied largely. There was no evident desire for the Board's services, and nothing was accomplished except the collection of a mass of undigested statements of fact. The Board left with the avowed purpose of returning in the

following week. In the mean time matters grew rapidly worse.

On the 24th began the street parades with flags and drum corps, participated in by ever-increasing numbers of the strikers, day after day in the forenoon and late afternoons, for the purpose of evoking the sympathy of the people, and for effect upon the factories of obnoxious employers.

In answer to the published statement about wages, the following statement was printed in the newspapers : —

For the week ending December 22, I paid to three hundred and thirty people employed in my stitching, Goodyear and heeling departments, three thousand three hundred and eighty-eight dollars and sixty-four cents (\$3,388.64), making an average of ten dollars and twenty-seven cents (\$10.27) for each person employed in these departments.

The average wage throughout the entire factory was ten dollars and fifty-four cents (\$10.54), office help, salesmen and superintendent not included. In making this average, wages paid in the McKay room for the week ending December 8 are taken.

It should be observed that, of the five hundred and thirteen people employed, a considerable number fell short of a full week's work, and that all learners, employed about the lasting machines, are included.

W. W. SPAULDING.

Within a week the large factories of Chick Brothers and Spaulding & Swett were embarrassed by a general strike of the employees. It was not merely a lasters' strike now. The Boot and Shoe Workers' International Union had decided to take a hand, all the departments were thus affected, and the strike became general throughout the city. The contract system introduced by Chick Brothers, and, as was supposed, contemplated by other employers, was made a subject of much adverse criticism. Hostility to the contract increased, but a desire was expressed that the question of wages might be settled by reviving the local joint board of conciliation which had been established two years before, but had been allowed to fall into disuse.

On January 3 the State Board sent notices, to the parties interested, of a proposed visit to Haverhill on the 7th. Interviews were had on that day with agents of the unions involved, and at the request of the Board they promised that there should be no new strikes while the Board was attempting to make a settlement. The lasters expressed themselves willing, and said they had always been willing, to leave their grievances to the State Board, but the agent of the International Union preferred to get the manu-

facturers to sign an agreement to join the local board of conciliation, and have all matters settled in that way. He had not yet met with any success in the larger factories, but was still hopeful of good results from that course of action. The State Board encouraged all attempts which seemed to afford any hope of a settlement, and, after listening to various statements of the case, made an appointment to visit the city again on the 9th, to learn what might have been done in the meantime. On the 9th the State Board had further interviews with agents of the unions and with manufacturers, but matters were no nearer a settlement than before. The large employers were firm, and one of them had applied for an injunction against the demonstrations in the streets.

On January 4, Spaulding & Swett published the following statement: —

During the past few days the persons that are using the contract system have been subject to anything but favorable criticism from persons, many of whom have attempted to tell what they knew about it. It seems to us that it might have been just as well for them to have found out some facts before giving so many statements.

In the first place, we have an idea that we have a right to run our own business, especially as we are the ones that pay the bills. Another right we claim is to deal in-

dividually with our employees. If the people that work for us are satisfied, we do not think it in the best taste for other people to meddle with affairs that are not theirs; to use plain words, we like to see people get their living some other way than meddling with the business of others.

A manufacturer doing business dislikes very much to have his help leave him without some warning, hence we ask for two weeks' notice, and to secure that notice we ask our employees to leave \$1 per week until the same amounts to \$25. We pay them interest on the same at the rate of 7 per cent. per annum; when they are through working for us they get their money, with whatever interest has accrued on the same.

In no case have we requested a deposit from any person whatever whose pay has not exceeded \$5 a week. Many of these people whose pay ranges from \$4 to \$6 are beginners who are learning the business.

Another contract we make is that we hire men for a year, and guarantee them steady work during that time. After giving an employee work through the dull season, we want to be sure that he will keep his part of the agreement, so we ask him to leave \$2 a week until the same amounts to \$50. We pay the same rate of interest as on the other contract, and every employee that agrees to work for us for a year, at the end of that year receives the \$50 that he has left with us, together with the interest that has accumulated on the same. Men will save up money this way that otherwise they would spend in a foolish manner.

Of the people that saw fit to leave our employ Monday and Tuesday, there was not one that had their wages reduced while in our employ, and a large number of them had the same increased.

We send you a copy of our pay roll for the week ending December 22. We designate the names of our employees by numbers, which can be verified by our books. The parties in this pay roll would have steady work twelve months in the year.

These are facts, all of which can be proven to the interested. We shall engage in newspaper controversy with no one, but if we do business in Haverhill this is the way we shall do it.

The total of the pay roll, which may be easily verified, is \$2,906.24, and the whole number of employees is 267, making the average paid to each employee \$10.89.

SPAULDING & SWETT.

On January 10, the Board received from the mayor of Haverhill a letter, saying:—

I should be pleased to learn the views of the Board of Arbitration as to the best method of settling the present labor trouble in our city.

An early reply will be appreciated by yours truly,

SAMUEL L. JEWETT, *Mayor*.

In answer to this communication, the Board prepared and published the following:—

To the Shoe Manufacturers and Operatives involved in the present controversy.

Acting in compliance with the law of the Commonwealth, this Board, of its own motion and without previous application of any one, has visited Haverhill and come into personal contact, so far as practicable, with the parties involved in the several strikes and lockouts which have nearly paralyzed the principal industry of the city. The purpose of the Board has been, first, to ascertain the facts, and, second, to make such use of the information obtained as might seem calculated to reconcile employers and employees upon the basis of some understanding or agreement that would be fair and reasonable. It should be noted at the outset, to the credit of the operatives, that after the State Board appeared upon the scene there were no more strikes or processions, or other organized demonstrations in the streets.

It appears that the trouble began some three weeks ago with a strike on the part of the lasters, acting through the agency of their union, and demanding higher wages for lasting shoes by means of the Consolidated Hand-Method machine. In the opinion of the Board, the complaint of the lasters ought to have full and fair consideration from their employers, notwithstanding the prices which have been set by the company owning and controlling the machines. And if the manufacturers and the lasters cannot agree upon prices which will give the workmen fair earnings, the question of

prices may be fairly settled through some form of arbitration.

Since the lasters' strike the situation has become more serious, by reason of lockouts and a succession of strikes which were set in motion through the agency of the Boot and Shoe Workers' International Union. A readjustment of all the price lists in the city was demanded, with a view to the establishment of "a uniform price list" in all the factories. War was declared also upon the policy of hiring men and women under a written contract providing for the deposit of a certain amount of the employees' wages in the hands of the employer. This policy was established in two or three only of the factories, but they were large factories, and it was feared that the contract system might spread and come into general use in the city.

The contract has obviously failed at the point where it was thought to be most serviceable,—that is, as a means of preventing strikes. The workmen struck, notwithstanding the contract, and their deposits of money are still in the hands of their late employers, awaiting the pleasure of the employers or the judgment of the courts.

In the opinion of this Board, the contract plan has not proved itself useful enough to make it worth retaining as a settled policy. Certainly the present trouble would be far on the road to a settlement of the wage questions if this matter of contract hiring were out of the case. In Marlborough, Boston, Brockton and other places manufacturers and workmen have secured themselves against strikes and lockouts by entering into a standing agree-

ment, under which all differences which cannot be settled by agreement in the factory shall be referred to this Board for decision.

In regard to prices other than for lasting, neither this Board nor any other could undertake to make uniform prices in the several departments of all the factories in Haverhill with any expectation of attaining results which would be practically useful. Arbitration is, in our judgment, a useful and practical way of settling fair prices between a manufacturer and his employees, but is not well calculated to produce good results when the attempt is made to apply it to a hundred or more factories at once. A mill which may work to good advantage under the power of a moderate stream of water must stop when overwhelmed by a spring freshet.

Thus far the Board has acted solely as a board of conciliation, attempting to bring the parties to some kind of agreement; and if that end can yet be accomplished, and anything remains to be decided, this Board will cheerfully do all in its power, as a board of arbitration, to decide whatever may be submitted, or will aid in the selection of arbitrators by the parties interested, if that course shall be preferred.

Accordingly, the advice of the Board in brief is as follows:—

First, That the employees now on strike would best return to work under the present prices, and thus enable the manufacturers to complete the present sale, and give

further opportunity to ascertain what can fairly be done on the machines.

Second, That the manufacturers reinstate as far as practicable their former employees without discrimination.

Third, That after the workmen have returned to work they present to their employers any matter of which they can reasonably complain; that the manufacturers courteously listen to any such complaints that may be presented in a courteous manner, and that all parties make every effort, by conference or otherwise, to come to an agreement upon all matters in dispute, any changes that may be agreed upon to take effect at the end of the present sale, all matters in dispute and not so settled to be settled through some form of arbitration.

Fourth, That, for the reasons already given, the present plan of hiring under a written contract be dispensed with.

On January 16, the following letter was received from Chick Brothers: —

CHICK BROS., MANUFACTURERS OF
MEDIUM-GRADE LADIES' AND MISSES' SHOES AND SLIPPERS,
HAVERHILL, MASS., January 15, 1896.

To the State Board of Arbitration and Conciliation.

GENTLEMEN: — We have carefully considered your recommendations on the labor troubles in Haverhill.

We especially noticed that part relating to the contract system, on account of the fact that we are informed that

the contract is responsible solely for the trouble in our factory.

We have used the contract in our business during the last three years. We have regarded it as a benefit to our employees, the city and ourselves, because it has prevented strikes, which are a source of great loss to all three. We are still of the same opinion.

But our contract has been criticized as not being a fair one to both parties. Now, we have no desire to use any one unfairly, and would make the following suggestion to your Honorable Board: that you consider the question as to whether a contract can be drawn that will be perfectly fair to the employers and employees, and also protect both.

We think that the universal adoption of some form of contract would be to the advantage of everybody, and if your Honorable Board can frame such a contract or agreement as would be equitable to all concerned, we would feel like adopting the same.

Very respectfully yours,

CHICK BROTHERS.

To this communication the Board replied as follows:—

STATE BOARD OF ARBITRATION AND CONCILIATION,
BOSTON, January 18, 1895.

Messrs. CHICK BROTHERS, *Haverhill, Mass.*

GENTLEMEN:—The Board acknowledges the receipt of your communication, dated January 15, and asking the Board to “consider the question as to whether a

contract can be drawn that will be perfectly fair to the employers and employees and also protect both," and saying that if this Board "can frame such a contract or agreement as would be equitable to all concerned, we would feel like adopting the same."

The Board is ready, as it has been from the beginning, to do anything in its power that seems calculated to improve the situation in Haverhill; but the Board has no reason to believe that any form of contract which it might recommend would be approved under conditions now existing in that city, and, therefore, it is deemed inexpedient to inject any new element into the controversy at this time.

In the Board's communication addressed to all concerned on January 11, reference was made to the agreement which is used in some of the factories in Marlborough, Brockton and Boston, under which strikes and lockouts are prevented by an agreement of all parties in advance that all disputes which cannot be settled by agreement shall be referred to this Board. This plan has worked well for some years, and has been a distinct benefit to the manufacturers and employees. Under ordinary circumstances, the employees being at work and the business going on as usual in all departments, and no question of wages actually in issue, the Board probably would not hesitate to recommend a similar plan for your factory, the details to be fully considered and agreed to by those concerned on either side. But, now that the question of contract is involved in the present strike,

the Board is not inclined to make any definite suggestions upon the subject of any form of contract whatever.

Hoping that, in the progress of events, the manufacturers and workmen of your city may see the desirability of coming to some agreement to settle the present troubles, and believing that your letter is prompted by a desire to reach a fair settlement, the Board regrets that it cannot co-operate with you in the direction which you have suggested.

Yours respectfully,

BERNARD F. SUPPLE, *Clerk.*

On February 14 the Board visited Haverhill again for the last time in this case, and, after long interviews with Chick Brothers and W. W. Spaulding, met a large number of the operatives interested. On hearing their views, the Board said that, while the larger employers seemed not to be committed to the continuance of the contract system, in view of the feeling against it, nevertheless they were unalterably opposed to any arrangement that would involve the arbitration of wages. The Board expressed the belief that, in view of assurances recently received by the Board from Chick Brothers, there was good reason to expect that, if the matter were approached in the right spirit, a settlement could be effected through the good offices of the Board, that would at an early

day do away with the contracts forever, and would at once give the operatives employment, with a good hope of better wages in the near future. To the Board's surprise, when an opportunity was thus offered to abolish the obnoxious contract, the operatives resolutely refused to agree to any settlement or understanding which did not involve the arbitration of wages. Under these circumstances, the Board could do no more. The large manufacturers remained firm. Most of the others came together and revived the joint board of conciliation, and in course of time the great strike ceased to occupy the attention of the public.

In the succeeding weeks, some wage lists were settled by the local board, and on April 10 the case of Thomas H. Finney, reported in this volume, was brought to the State Board and subsequently decided.

RICE & HUTCHINS — BOSTON.

On December 19 and 21, 1894, letters were received from the superintendent of the Boston factory of Rice & Hutchins, stating that there was a difference between him and the employees in the treeing room and bottoming room concerning wages. The assistance of the Board was requested, and it was suggested that a conference be had, with a view to reducing the points in dispute and thus simplifying the case. The superintendent and the agent of the employees were accordingly invited to meet the Board in conference on the 28th, and on that day a joint application was presented and filed, in which the corporation alleged that the wages paid for treeing shoes were too high, and sought to have the prices reduced. The Board was also requested to fix a price for work by the day other than that which properly would come under the piece prices. At the hearing on January 2, the employees submitted, as a grievance on their part, that the prices in the finishing room were too low, and asked for an increase. Both

| | Per doz. pairs. |
|--|-----------------|
| Veal calf Creedmore, | \$0.18 |
| Kip and split plough shoes, | .16 |
| Kip and split brogans, | .14 |
| Veal calf pioneer walking Balmorals and Congress, | .18 |
| A. calf Balmorals, circular seam, | .16 |
| Bronko Kaf Balmorals and Congress, | .18 |
| Hickory Balmorals and Congress, | .18 |
| Economy Balmorals and Congress, | .18 |
| Elkskin walking Balmorals and Congress, | .18 |
| Oak kip Cambria tie, | .18 |
| Elkskin comfort tie, | .18 |
| Bronko comfort tie, | .18 |
| Riggs calf Balmorals and Congress, | .18 |
| Buff Balmorals and Congress, | .18 |
| Buff Balmorals and Congress, cheap process, | .08 |
| Veal calf Dixie tie, lined, | .18 |
| Veal calf glove grain top Balmorals and Congress, lined, | .18 |
| Veal calf comfort tie, unlined, | .16 |
| Split comfort tie, unlined, | .16 |
| Split Creoles, | .16 |
| Elkskin Creoles, | .18 |
| P. calf brogans, | .18 |
| All grain shoes, dressed on tree, | .10 |
| High-cut drivers, boot-treed, | .50 |
| Kip comfort tie, boot-treed, | .30 |
| Calf California drivers, boot-treed, | .45 |
| Drillers' Balmorals, boot-treed, | .30 |
| Calf, drivers' Oxford, boot-treed, | .30 |
| Kip three-buckle drivers, boot-treed, buckles to be put on after treeing, | .30 |
| Kip comfort tie, unlined, | .18 |
| Treeing samples, per hour, | \$0.30 |
| Treeing samples, per day, | 2.50 |

FINISHING ROOM.

| | Per day. |
|---|----------|
| Painting bottoms, | \$1.50 |
| Brushing bottoms, | 1.50 |
| Sanding and slicking painted bottoms, | 1.50 |

| | | |
|--|-----------------|-----------------|
| | | Per day. |
| Brushing faked shanks, | | \$1.50 |
| Polishing bottoms, | | 1.75 |
| All round work, | | 1.87 |
| | | Per doz. pairs. |
| Stamping, | 1½ and 2 cents. | |
| Buffing shoes, heels, foreparts and shanks, | | \$0.07½ |
| Buffing shoes, heels and foreparts, the buffer to go as far as he can with the forepart roll, | | .06 |
| Buffing boots, | | .09 |

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. The decision was accepted by all concerned. But about a fortnight after the above decision was rendered, the Board was requested by the employees to specify more particularly what was intended to be covered by two items. The explanation was promptly given and accepted.

RICE & HUTCHINS—MARLBOROUGH.

A difference having arisen in the Middlesex factory of Rice & Hutchins, at Marlborough, concerning the wages of lasters, the matter was referred by agreement to this Board, and on April 8, 1895, the following decision was rendered:—

In the matter of the joint application of Rice & Hutchins, of Marlborough, and their employees.

PETITION FILED JANUARY 8, 1895.

HEARINGS, JANUARY 14, 25.

In this case the Board is requested to fix prices for lasting both by hand and by machine in the Middlesex factory of Rice & Hutchins at Marlborough. The Board recommends that the following prices be paid in that factory:—

HAND LASTING.

INCLUDING TACKING ON OUTER SOLE.

| | Per pair. |
|---|-------------------|
| Standard work, including old opera and new Rugby: | |
| Men's plain toe, | \$0.05 |
| Men's cap toe, | .05 $\frac{1}{2}$ |
| Boys' plain toe, | .04 $\frac{1}{2}$ |
| Boys' cap toe, | .04 $\frac{1}{2}$ |
| Youths' plain toe, | .04 $\frac{1}{2}$ |
| Youths' cap toe, | .04 $\frac{1}{2}$ |
| Shellacked box, extra above cap toe, | .00 $\frac{1}{2}$ |

Channel and tap-sole work, including old opera and new Rugby :

| | Per pair. |
|--|----------------------|
| Men's plain toe, | \$0.05 $\frac{1}{2}$ |
| Men's cap toe, | .05 $\frac{1}{2}$ |
| Boys' plain toe, | .05 |
| Boys' cap toe, | .05 $\frac{1}{2}$ |
| Youths' plain toe, | .04 $\frac{1}{2}$ |
| Youths' cap toe, | .04 $\frac{1}{2}$ |
| Shellacked box, extra above cap toe, | .00 $\frac{1}{2}$ |

Sentinel :

| | |
|--|-------------------|
| Men's plain toe, | .05 $\frac{1}{2}$ |
| Men's cap toe, | .05 $\frac{1}{2}$ |
| Shellacked box, extra above cap toe, | .00 $\frac{1}{2}$ |

Stitch aloft :

| | |
|--|-------------------|
| Men's plain toe, | .05 $\frac{1}{2}$ |
| Men's cap toe, | .06 |
| Shellacked box, extra above cap toe, | .00 $\frac{1}{2}$ |

New or narrow opera :

Standard work :

| | |
|--|-------------------|
| Men's plain toe, | .05 $\frac{1}{2}$ |
| Men's cap toe, | .06 |
| Boys' plain toe, | .05 $\frac{1}{2}$ |
| Boys' cap toe, | .05 $\frac{1}{2}$ |
| Youths' plain toe, | .04 $\frac{1}{2}$ |
| Youths' cap toe, | .05 $\frac{1}{2}$ |
| Shellacked box, extra above cap toe, | .00 $\frac{1}{2}$ |

Channel work :

| | |
|--|-------------------|
| Men's plain toe, | .06 $\frac{1}{2}$ |
| Men's cap toe, | .06 $\frac{1}{2}$ |
| Boys' plain toe, | .05 $\frac{1}{2}$ |
| Boys' cap toe, | .06 |
| Youths' plain toe, | .05 $\frac{1}{2}$ |
| Youths' cap toe, | .05 $\frac{1}{2}$ |
| Shellacked box, extra above cap toe, | .00 $\frac{1}{2}$ |

Lasting by hand, per hour,30

MACHINE LASTING.

CONSOLIDATED HAND-METHOD LASTING MACHINE.

Grain, buff, split and veal calf.

Drawing over, pounding up, filling, shanking and pulling lasts :

Present method :

| | Per pair. |
|---|----------------------|
| Men's plain toe, | \$0.02 $\frac{1}{2}$ |
| Men's cap toe, | .02 $\frac{1}{2}$ |
| Boys' plain toe, | .02 $\frac{1}{2}$ |
| Boys' cap toe, | .02 $\frac{1}{2}$ |
| Youths' plain toe, | .02 $\frac{1}{2}$ |
| Youths' cap toe, | .02 $\frac{1}{2}$ |
| Shellacked box, extra above cap toe, | .00 $\frac{1}{2}$ |
| If method is changed so that laster is required to draw over and put three tacks in the counter, add to above prices, | |
| | .00 $\frac{1}{2}$ |
| Price per hour, | .30 |

Operating :

| | |
|---|-------------------|
| Men's, boys' and youths' plain toe, | .01 |
| Men's, boys' and youths' cap toe, | .01 $\frac{1}{2}$ |
| Price per hour, | .30 |

CHASE LASTING MACHINE.

McKay Work.

Drawing over, operating, filling, shanking and pulling lasts :

| | |
|--------------------------------------|-------------------|
| Men's and boys' plain toe, | .04 $\frac{1}{2}$ |
| Men's and boys' cap toe, | .04 $\frac{1}{2}$ |
| Youths' plain toe, | .04 |
| Youths' cap toe, | .04 $\frac{1}{2}$ |
| Price per hour, | .30 |

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. The decision was accepted and acted upon by all concerned.

RICE & HUTCHINS — MARLBOROUGH.

On January 8, an application was received from Rice & Hutchins and their employees in the Middlesex factory at Marlborough, stating that a difference had arisen between them concerning the wages to be paid for "trimming forepart edges on all grades of shoes;" also concerning "the dismissal of four persons from our employ."

A hearing was had upon the whole application, but pending an investigation of wages for trimming, the Board was requested to make known its decision upon the question of dismissal, without waiting for the result of the investigation. Accordingly, on February 8, the following decision was rendered: —

In the matter of the joint application of Rice & Hutchins and their employees in the Middlesex Factory at Marlborough, filed January 8, 1895.

The Board has considered the matter of the discharge of the four employees named in the application, and is of the opinion that Thomas H. Madden was discharged under a misapprehension, or upon misinformation. He

appears to be a good workman, and the Board recommends that he be re-employed upon his application therefor, provided there shall be work for him to do. Upon the evidence presented, the Board is unable to see good reason for making any recommendation concerning the other employees named in the application.

The question of wages will be determined hereafter.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. In accordance with the above recommendation, Madden applied for work and was re-employed.

Subsequently, on March 4, the question of wages was disposed of by the following decision, which was accepted by all concerned :—

In the matter of the joint application of Rice & Hutchins and the trimmers employed in their Middlesex Factory at Marlborough.

PETITION FILED JANUARY 8, 1895.

HEARINGS, JANUARY 14, 25.

In this case the Board has already rendered a decision touching the matter of the discharge of four operatives. It remains to dispose of the question of wages. After careful consideration, the following prices are recommended for the Middlesex factory in Marlborough :—

FOR TRIMMING BY BUSELL MACHINE.

| | Per doz. pairs. |
|---|-----------------|
| Men's and boys' half double sole, | \$0.10 |
| Youths' half double sole, | .09 |
| Men's tap "B," | .11 |
| Boys' and youths' tap, | .10 |
| Three soles, | .12 |

By agreement of the parties this decision is to take effect from December 18, 1894.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

H. A. TRULL—HUDSON.

On January 16, an application was received from H. A. Trull, of Hudson, and his employees, requesting the Board to pass upon two items which had been accidentally omitted in the case submitted from the same factory and decided on November 28, 1894. At the same time the parties joined in a request that the Board would make its decision upon the evidence and returns which had already been obtained in the case referred to.

On February 8, the following decision was rendered and was accepted by all concerned : —

In the matter of the joint application of H. A. Trull, of Hudson, and his employees.

PETITION FILED JANUARY 16, 1895.

In this case are presented two items which, by mistake of the employees, were not properly submitted in the case between the same employer and his workmen and decided on November 28, 1894.

Upon due consideration of the matters involved, the Board recommends that the following prices be paid:—

| | |
|---|--------|
| Burnishing heels, stone work, including blacking, . . . | \$0.17 |
| Vamping, dry thread, Balmorals, congress and button boots, two and three rows, fine Merrick glove grain, . . . | .40 |

By the Board,

BERNARD F. SUPPLE, *Clerk.*

**ASHLAND SHOE AND LEATHER COMPANY — ASH-
LAND.**

On January 22, a communication was received from the representative of the employees of the Ashland Shoe and Leather Company, stating that a strike of the treers had occurred by reason of the action of the employer in posting a new price-list for treeing boots. The workmen contended that at the hearing of the case which was decided on November 19, 1894, it was agreed that the old price for boots should "stand with the shoe price;" but the company insisted that they only agreed to pay the old price during the rest of the season of 1894. The workmen had been induced to return to work pending an attempt at settlement, and a statement of the Board's understanding of the agreement was asked for. To this letter a reply was sent, stating that "the recent treeing case in Ashland dealt with by the Board did not involve boots; and, since the question of price for treeing boots appears to have arisen, it is to be hoped that the difference may be adjusted mutually; but, if either party desires the aid of

the Board, it would be best to make application in the usual way.”

Subsequently the representatives of the workmen called and conferred with the Board, and afterwards with the president of the company. Both parties agreed to abide by whatever should be found to be the fair average price paid for boot-treeing on the Copeland machine. That average price was ascertained to their satisfaction, and a price agreed upon.

**PARKHILL MANUFACTURING COMPANY—FITCH-
BURG.**

On February 2, a letter was received from employees of the Parkhill Manufacturing Company, of Fitchburg, notifying the Board of a dispute between them and the company. Blanks were sent, and on the 13th a formal application signed by the agent of the employees was received and filed. It stated that "in October, 1893, we had our wages reduced 12 1-2 per cent., and in October, 1894, our wages were again reduced about 7 1-2 per cent. The weavers claim that they are being paid fifty yards per cut instead of fifty-five yards. Again, if a weaver stays from work for a day, the weaver is fined \$1.48 and the spare hand receives \$1.06 per day."

An attempt was made on the 19th to lay the application before the officers of the company, but in the absence of the treasurer it was found impracticable. A certified copy of the application was accordingly sent to the treasurer by mail. No answer having been received, notice was given of a hearing to be had at Fitchburg on

March 8; but on February 27, the treasurer called upon the Board, gave his account of the controversy, and suggested that, before having a public hearing, the Board should invite the parties to a conference in the presence of the Board. The hearing was thereupon postponed, and on the 13th the Board met the representatives of the corporation and the agents of the employees, at Fitchburg. All the matters in dispute were fully and frankly discussed. The treasurer said that, even if an investigation should show, as was contended by the workmen, that higher prices per cut were paid in other mills which were mentioned, yet he confidently believed that the Parkhill employees earned more money than was earned in the other mills; that he would agree to an investigation of the earnings in those mills, and, if the facts were found to be otherwise, the earnings of his employees should be increased so as to equal or exceed the earnings in other mills. This offer was at first declined, but by the advice of the Board the agent of the workmen agreed to consult with the union about it, and report its action. In the course of the discussion it had appeared that the principal agent of the employees had recently been discharged, and that they believed it to be due to the fact that he was acting for them in calling

upon the Board. By advice of the Board, the treasurer said that he should be reinstated upon applying for work. The conference was then dissolved, to await further developments.

Two days later the Board received a letter from the employees, giving notice that the executive board of the union had voted not to accept the offer made by the treasurer, and expressing a desire to hear from the State Board again. On the 18th, in a personal interview with the agent of the employees, he said that he had not applied for reinstatement at the mills, and that, since the Board's last visit, twenty-four long-chain quillers had struck, on March 15, but returned to work on the same day by his advice. He was informed by the Board that, if the employees in the exercise of their best judgment should decide to insist upon proceeding further with their application, the Board would appoint a day for a hearing, and go on with the case. He said he would lay the matter before the union and report. Accordingly, on March 27, a letter was received from him, stating that, in the opinion of the employees, it would be unwise to press the matter further at present, in view of all the circumstances.

Nothing further was done by the Board.

SEARLE, DAILEY & CO.—MEDFIELD.

On February 15, formal notice was received from Edward P. Gilley, stating that on June 21, 1894, a lockout had occurred in Medfield, involving the firm of Searle, Dailey & Co., manufacturers of straw goods, and their late employees. The nature of the controversy was defined as follows: "The firm discharged twenty-seven employees on or about the date above given, and has since refused employment to other former employees, for the sole reason, as expressed by the firm, that the employees so discharged or rejected attended church at a particular church, and supported the minister of that church, to whom a member of the firm was and is personally hostile, without any good reason, so far as is known to your petitioner."

A public hearing was had in Medfield, of which due notice was given in the newspapers, and notice of the hearing, together with a copy of the application, was sent by mail to the firm. On March 22, after due consideration of all the facts presented, the Board made the following report:—

The petition in this case is based upon Statute 1886, chapter 263, section 8, as amended by Statute 1887, chapter 269, section 5, and alleges that on June 21, 1894, a lockout occurred, involving Searle, Dailey & Co. of Medfield and their then employees, and the Board is requested, in the words of the statute above referred to, "to put itself in communication as soon as may be with said employer and employees, and endeavor by mediation to effect an amicable settlement between them; and if the Board deems it advisable, investigate the causes of said controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same."

Immediately upon the receipt of the petition the Board placed itself in communication with the former employees and made several unsuccessful attempts to procure an interview with the managing partner. The matter had already stood so long that "an amicable settlement" seemed hardly within the range of probability, and after waiting a reasonable time to hear from the firm, the Board, at the request of the petitioner, appointed a time for a public hearing, at the town hall in Medfield, due notice of which was given to the firm and published in a local newspaper.

At the appointed time and place one hundred and fifty persons appeared, but no one appeared as a representative of the firm. The Board heard all who had anything to say about the matters presented in the petition, and took the case under consideration.

It appeared from the testimony that, prior to the date of the alleged lockout, differences more or less pronounced had arisen between the managing partner, E. V. Mitchell, and the minister of the Second Congregational Society in Medfield; that in May and June of last year several persons who had worked many years in the straw factory of the firm of Searle, Dailey & Co. were discharged. It appeared also that it was the custom every year to settle in full with all the employees at the end of June, and a vacation ensued until the work of the new season was ready; that after the vacation several of the old employees were refused re-employment, for the reason, as expressed by the managing partner in letters exhibited and read at the hearing, that the applicants were attendants at the Congregational Church, and, either directly or indirectly, gave their support to the minister. The hostility expressed was, however, to the minister, and not to the church or its doctrines.

The work of the factory fell off materially and was practically closed up at the end of the season. Employees who were paid in full and went away must be considered, for the purposes of this case at least, to have severed their relations with the firm and were no longer in its employ. The question of lockout, therefore, recurs to those who were discharged before the close of the season. The testimony tends to prove that certain employees who were unobjectionable in other respects were discharged before the work of the season ceased, and that the only reason assigned was that the employees in question con-

tributed to the support of the minister of the Congregational Church, or traded with those who were his friends.

If the Board has formed any definite opinion concerning the merits of the many-sided controversy between the managing partner of the firm and the minister of the Congregational Church, it has no opinion to express. When the Board is requested to investigate a case of an alleged strike or lockout, the law provides that the Board "may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame."

The present employees take no part in this application, and the only controversy that the Board can properly be expected to consider is that which arose between the firm and some of its employees and resulted in their summary discharge. In certain specified instances the sole reason was as alleged, but the Board is left in doubt as to the number of the employees who may fairly be said to have been discharged for this reason alone. The highest number given is forty, the petition says twenty-seven, and the testimony given at the hearing did not discriminate accurately between those who were discharged and those who were subsequently refused employment. The factory employed about four hundred persons, all told, and the testimony falls short of convincing the Board that this is a case of a "lockout," within the meaning of the statute.

At all events, the Board, acting in its discretion, and in view of all the facts in the case, does not feel authorized to make any report other than is herein set forth.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

FITCHBURG PLUMBERS—FITCHBURG.

On March 13, the Board of its own motion took notice of a strike of plumbers in Fitchburg. Interviews were had with the employers and with the workmen. It appeared that on or about February 22, the plumbers or their union demanded \$3.50 a day in place of \$3 which they had been receiving, and required an answer in three days. The employer to whom the demand was presented deemed the notice unreasonably short, and did not call a meeting of his associates to consider the demand. A strike followed on the 25th, which affected all the employing plumbers in the city, except one. The president of the employers' association said that customers would not bear the increased expense if the wages were raised, but the Board learned that one or two employers had settled with their men on a basis of \$3.25 a day. No great eagerness for an immediate settlement being apparent, the Board, having finished its inquiries, expressed its willingness to respond, in case either party should desire its services. Subsequently a settlement was agreed to by the parties upon the basis of a compromise.

WILDER & CLARK COMPANY—NEWBURYPORT.

The Board having learned that a strike had occurred in the factory of the Wilder & Clark Company at Newburyport, the Board visited that city on March 15, and had interviews with the superintendent of the factory and the secretary of the stitchers' union. It appeared that twenty-two of the one hundred and twenty employees had struck, and that eighteen new employees had been hired to take their places. It appeared also that an agreement had been entered into between the company and the union, which provided that the old prices should be paid and that three non-union girls were to remain in the factory. The difficulty arose in the latter part of February, when a committee of the strikers complained to the superintendent that he had departed from the agreement by sending out parts of the work to other factories to be stitched, and that this work, if it had remained in the factory, would have fallen to union girls. The gist of the complaint was that by pursuing this course the superintendent had discriminated against the union girls and in favor of the non-union girls.

The superintendent said that he was paying the full rate of wages called for by the agreement, as the pay roll would show; that there was no favoritism, and the work had been sent out because of the pressure of orders beyond the capacity of the factory; that there had been some delay in returning the goods sent out, but that that was no fault of his. He said that if any one was aggrieved it was the employer, and he was therefore not willing even to confer with the strikers or their representatives. The secretary of the union did not manifest any desire to leave the matter to the Board, and therefore nothing further was done, and the Board heard nothing more about the case.

STOWE, BILLS & HAWLEY—HUDSON.

On July 8 the following decision was rendered in the case of Stowe, Bills & Hawley and their employees:—

In the matter of the joint application of Stowe, Bills & Hawley, of Hudson, and their employees.

PETITION FILED APRIL 5, 1895.

HEARING, APRIL 18.

In the spring of the current year the firm of Stowe, Bills & Hawley, shoe manufacturers, of Hudson, sought to establish a reduced list of wages in their factory. There was objection from the employees, and after some discussion it was agreed on both sides to leave the items in dispute to the decision of this Board, without strike or lockout.

After a full hearing of the parties interested, and investigation by expert assistants, the Board recommends that the following prices be paid in the factory in question:—

SOLE LEATHER ROOM.

| TACKING HALF SOLES: | | Per 100 pairs. |
|--|--|-------------------|
| Women's, misses' and children's, | | \$0.05 |
| Men's, boys' and youths', | | .07 |
| SKIING PUMP SOLES: | | |
| Men's, | | .11 |
| Women's, misses', children's, boys' and youths', | | .09 |
| OIL-PROOFING soles, | | .06 |

UPPER LEATHER ROOM.

STAMPING :

| | Per 60 pairs. |
|-------------------------|------------------|
| Vamps, | \$0.01½ |
| School shoes, | .04½ |
| Brogans, | .04 |
| Buckskins, | .05 |

MARKING :

| | |
|-------------------------------|------|
| Tips on board, | .04½ |
| Congress, | .04½ |
| Climax gores, | .04½ |
| Seamless balmorals, | .04½ |
| No. 5 polka gores, | .04½ |

SKIVING BY HAND :

| | |
|--------------------|-----|
| Tongues, | .04 |
| Stays, | .04 |

BLACKING :

| | |
|------------------|------|
| Edges, | .03½ |
| Tops, | .03½ |

| | |
|--------------------------------------|-----|
| CENTRING vamps on machine, | .03 |
|--------------------------------------|-----|

LINING ROOM.

| | |
|---|-----|
| Stamping and pasting bound tops, | .13 |
| Pasting lace stays on unlined polka, | .15 |
| Pasting top and stays of face-top seamless balmorals, | .12 |

PACKING ROOM.

THIN DRESSING :

| | |
|-------------------------------------|------|
| Men's, boys' and youths', | .11½ |
| Women's, | .09 |
| Misses' and children's, | .08 |

STRINGING :

| | |
|--|-----|
| Women's, misses' and children's common work, | .06 |
| Stitched tongues, | .06 |
| Brogans and Creedmoors, | .05 |

| | |
|---------------------------------|-----|
| PASTING sock linings, | .10 |
|---------------------------------|-----|

BRUSHING OIL GRAIN:

| | Per 60 pairs. |
|--|------------------|
| Men's, boys' and youths', | \$0.10 |
| Women's, misses' and children's, | .08 |

TREEING ROOM.

SPLIT AND KIP BROGAN BALMORALS AND CONGRESS.

First quality:

| | |
|------------------------------|-----|
| Men's, | .65 |
| Boys' and youths', | .55 |

Second and third qualities:

| | |
|------------------------------|-----|
| Men's, | .70 |
| Boys' and youths', | .60 |

SPLIT AND KIP DOM PEDRO AND CREEDMOOR.

First quality:

| | |
|------------------------------|-----|
| Men's, | .70 |
| Boys' and youths', | .60 |

Second and third qualities:

| | |
|------------------------------|-----|
| Men's, | .75 |
| Boys' and youths', | .65 |

BUFF AND GRAIN.

All kinds:

| | |
|------------------------------|-----|
| Men's, | .40 |
| Boys' and youths', | .35 |

KIP, WOMEN'S WEAR.

First quality:

| | |
|-----------------------|-----|
| Women's, | .55 |
| Misses', | .50 |
| Children's, | .45 |

Second and third qualities:

| | |
|-----------------------|-----|
| Women's, | .65 |
| Misses', | .60 |
| Children's, | .55 |

GREASING BEFORE TREEING:

| | Per 60 pairs. |
|--|------------------|
| Men's, boys' and youths', | \$0.15 |
| Women's, misses' and children's, | .10 |

FINISHING ROOM.

SANDING BOTTOMS, FOREPARTS, HEELS AND SHANKS:

| | |
|---|------|
| Men's, | .34 |
| Boys', | .30 |
| Youths', | .27 |
| Women's, | .28 |
| Misses', | .25 |
| Children's, | .22 |
| Blacking shanks, all kinds, | .10 |
| Polishing shanks, new method, men's, boys' and youths', . | .12½ |
| Painting shanks, Burnishall, | .10 |
| Painting shanks, panel, | .12½ |
| Painting shanks, Burnishall panel, | .12½ |
| Painting and polishing black bottoms with heels, men's, boys' and youths', | .50 |
| Painting bottoms, panel shanks, | .15 |

GUMMING AND BRUSHING:

Men's, boys' and youths':

| | |
|--|-----|
| Light acid, done all over, | .15 |
| Jersey bottoms, done all over, | .14 |
| Men's foreparts, | .12 |

Women's, misses' and children's:

| | |
|--------------------------------|-----|
| Done all over, | .13 |
| Heels and foreparts, | .13 |
| Foreparts, | .10 |

Gumming and brushing by the day, \$1.60.

| | |
|--|-----|
| Striping foreparts, | .16 |
| Burnishing panelled shanks, women's, misses' and children's, | .16 |
| Blacking and polishing heels, | .10 |

BOTTOMING ROOM.

SANDING HEELS TWICE AND WETTING ONCE:

| | |
|--|------|
| Men's, boys' and youths', | .13½ |
| Women's, misses' and children's, | .10½ |

BURNISHING HEELS, ROCKINGHAM MACHINE:

| | Per 60 pairs. |
|--|------------------|
| Men's, boys' and youths', blacking heels, . . . | \$0.05 |
| Men's, boys' and youths', burnishing heels, . . . | .12½ |
| Women's, misses' and children's, blacking and bur- nishing heels, | .14 |

LEVELLING:

| | |
|--|------|
| Gilmore machine, men's, boys' and youths', nailed work, | .25 |
| Tripp machine, women's, misses' and children's, . . | .06½ |

TRIMMING HEELS, COMMON WORK:

| | |
|------------------------------|------|
| Men's, | .20 |
| Boys' and youths', | .17½ |
| Women's, | .16 |
| Misses', | .14 |
| Children's, | .12 |

TRIMMING EDGES, BUSELL MACHINE, TRIMMED ALL AROUND:

| | |
|-----------------------|-----|
| Men's, | .33 |
| Boys', | .31 |
| Youths', | .29 |
| Women's, | .26 |
| Misses', | .25 |
| Children's, | .22 |

SETTING EDGES, INCLUDING BLACKING:

| | |
|--|------|
| Men's, boys' and youths', | .28½ |
| Women's, misses' and children's, | .23 |

STITCHING ROOM.**NATIONAL WAXED-THREAD MACHINE.***Stitching.***Polka gores, 2-needle:**

| | |
|--|-----|
| Women's, misses' and children's, | .16 |
|--|-----|

Side-stitched tongues:

| | |
|--------------------------------|------|
| Women's and misses', | .14½ |
| Children's, | .12 |

Heelstays, 2-needle:

| | |
|-----------------------------------|-----|
| Women's, | .20 |
| Misses' and children's, | .17 |

(Stitching.)

| | Per 60 pairs. |
|--|------------------|
| No. 5 polka gores, men's, boys' and youths', . . . | \$0.20 |
| Gores on lace plough, men's, boys' and youths', . . . | .18 |
| Inside gusset tongue, men's, boys' and youths', . . . | .20 |
| Sole-leather counters, men's, boys' and youths', . . . | .17 |
| Heelstays, 2-needle, men's, boys' and youths', . . . | .20 |
| Buckle plough shoe, with outside fly: | |
| Gores, 2-needle, | .18 |
| Outside fly-gusset, | .18 |
| Gusset on shoe, 2-needle, | .18 |
| No. 2 Creedmoor and Dom Pedro: | |
| Gusset to vamp, 1-needle, | .22 |
| Gusset to quarter, | .32 |
| No. 3 Creedmoor: | |
| Gusset to vamp, | .30 |
| Top, or quarter, to vamp, | .35 |
| Imperial English tie: | |
| Men's gores, | .75 |
| Boys' and youths' gores, | .65 |

Lapping heelseams, Imperial tongues, Imperial English tie.

| | |
|---|-----|
| Men's, boys' and youths', 2-needle, | .17 |
| Women's, | .16 |
| Misses' and children's, | .15 |
| Women's, misses' and children's 1-needle, | .14 |

Staying heels with leather loop, 2-needle:

| | |
|-------------------------------------|-----|
| Men's, boys' and youths', | .20 |
|-------------------------------------|-----|

Lapping and staying, 3-needle machine:

| | |
|-------------------------------------|-----|
| Men's, boys' and youths', | .25 |
| No. 3 Creedmoor, | .30 |

Siding.

No. 2 Creedmoor:

| | |
|-----------------------------|-----|
| 1-needle machine, | .30 |
| 2-needle machine, | .25 |

Brogans:

| | |
|-----------------------------|-----|
| 1-needle machine, | .25 |
| 2-needle machine, | .20 |

Vamping Seamless Oxford, National Machine, 2-needle:

| | |
|-------------------------------------|-----|
| Men's, boys' and youths', | .25 |
|-------------------------------------|-----|

SINGER DRY-THREAD MACHINE.

| | |
|---|------------------|
| Seamless balmorals, men's, boys' and youths': | Per 60 pairs. |
| First row face top, | \$0.30 |
| First row pipe top, no top facing, | .16 |
| First row, down lace, knife trimmed, | .14 |
| Second row, down lace, | .15 |
| Inside heelstay with loop made by operator, | .20 |
| Leather-lined Creedmoor and Dom Pedro: | |
| First row, trimmed edges, | .32 |
| No. 6 Creedmoor: | |
| First row piped all around, V and loop put in by operator, | .90 |
| Seamless congress gores with V and loop: | |
| 1-needle machine, | 1.00 |
| Unlined creole, 2-needle machine, | .75 |
| Creole gores, 2-needle machine: | |
| Unlined, with facings and strap, | .85 |
| Lined, with strap, | 1.20 |
| No. 8 Creedmoor: | |
| Gusset to top or quarter, | .35 |
| Women's, misses' and children's: | |
| Stitching on bound top linings, polkas and balmorals, | .18 |
| First row, cording top and trimming down lace: | |
| Polka, | .35 |
| Balmorals, | .30 |
| Second row, blind lace: | |
| Balmorals, | .15 |
| Face-top shoes: | |
| First row, polkas, | .40 |
| Second row, lace and top, lined and unlined, | .22 |
| Polka gores, 2-needle, | .16 |
| Carrick gores, 2-needle, | .30 |
| Climax gores, 2-needle, | .30 |
| Button shoes, plain fly: | |
| Stitching on linings, | .35 |
| First row cording, | .35 |

| | |
|--|------------------|
| Button shoes, scalloped fly : | Per 60 pairs. |
| Stitching on linings, | \$0.40 |
| First row cording, | .40 |
| Chamois-line Polish, first row piped all around, | .90 |

SINGER, OR WHEELER AND WILSON, DRY-THREAD MACHINE.

Women's, misses' and children's, Polish Nos. 4, 8 and 9 :

| | |
|---|-----|
| Stitching on linings, top and lace, | .30 |
| Stitching first row, cording, bound top and lace, | .26 |
| Stitching second row down lace, | .15 |

VAMPING.

MERRICK MACHINE, 3-NEEDLE :

No. 8 Seamless balmorals, waxed-thread :

| | |
|-------------------------------------|-----|
| Men's, boys' and youths', | .75 |
|-------------------------------------|-----|

Circular-seam buckskin balmorals :

| | |
|--|-----|
| Women's, misses' and children's, | .40 |
|--|-----|

Without stay :

| | |
|--------------------------------|-----|
| Women's and misses', | .35 |
| Children's, | .30 |

With stay :

| | |
|-----------------------------------|-----|
| Women's, | .38 |
| Misses' and children's, | .34 |

UNION SPECIAL MACHINE, WOMEN'S, MISSES' AND CHILDREN'S :

Stitching linings :

| | |
|---|-----|
| Polish bound top and lace, | .19 |
| Balmorals and polkas, | .14 |
| Staying heels and fronts, 2-needle, button shoes, | .17 |
| Making linings, button shoes, | .28 |

Stitching men's Creedmoors :

| | |
|---|-----|
| Lined, gusset to vamp and gusset to quarter, and stitching in vamp lining, | .65 |
| Unlined, gusset to vamp and gusset to quarter, | .55 |

Stitching, Singer, or Wheeler and Wilson Machine :

Men's, boys' and youths'.

No. 4 Seamless balmorals, turn top :

| | |
|--|-----|
| First row across top, | .14 |
| First row down lace, trimmed with knife, | .15 |

| | Per 60 pairs. |
|--|------------------|
| No. 4 Seamless balmorals and No. 5 Creedmoor, piped top: | |
| First row down lace trimmed with knife, . . . | \$0.15 |
| No. 6 Creedmoor, unlined: | |
| Across gore, 1-needle machine, . . . | .12 |
| No. 7 Seamless balmorals: | |
| Gusset tongue, . . . | .30 |
| Second row with side-stitched tongue, . . . | .22½ |
| Climax balmorals (boys' and youths'): | |
| Second row down lace and across top, . . . | .20 |
| Seaming-on: | |
| No. 4 Seamless balmorals, turned top: | |
| Top, . . . | .15 |
| No. 4 Seamless balmorals and No. 5 Creedmoor, piped top: | |
| Linings on top, . . . | .15 |
| Seaming-on linings: | |
| No. 12 plough balmorals, first row, . . . | .27 |
| Climax balmorals (boys' and youths'): | |
| First row, piping all around with loop, . . . | .80 |
| Riveting, Standard machine: | |
| 2 rivets to the pair, . . . | .03 |
| 4 rivets to the pair, . . . | .05 |
| 8 rivets to the pair, . . . | .08 |
| 12 rivets to the pair, . . . | .12 |
| 2 automatic buckles to the pair, . . . | .10 |
| 4 automatic buckles to the pair, . . . | .20 |
| Hooking, Maynz steam-power machine: | |
| 12 hooks to the pair, . . . | .12 |
| Sewing on buttons, Morley machine, per 1,000, . . . | .12 |

MISCELLANEOUS.

| | |
|---|------|
| Cording button-holes all around cut hole, Singer machine, . | .40 |
| Punching and eyeleting unlined Polish and polka, women's, misses' and children's, . . . | .08 |
| Skiving, 58 hours a week, per day, . . . | 1.50 |
| Samples, "price and one-half." | |

All findings to be supplied by the firm without expense to the operatives.

In accordance with the agreement of the parties this decision is to take effect from March 1, 1895.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. The decision was accepted by all concerned.

**WEST END STREET RAILWAY COMPANY -
BOSTON.**

On March 28, an application was received from Peter McCarthy, alleging that he was the duly authorized agent of a majority of the employees of the West End Street Railway Company "who are floormen, so called, carwashers, shifters, etc.," and directing the Board's attention to a controversy which had arisen between the corporation and its employees represented by him relating to the following matters: —

1. That the wages now paid are not sufficient for the labor performed.
2. That we are obliged to perform unnecessary work on Sundays.
3. That we are unnecessarily deprived of the privilege of attending church services on the Sabbath.
4. That there are other ways in which our working conditions may be improved.

In view of these facts, and believing it is possible to have these conditions of labor improved in a lawful and manly way, we therefore propose the following: —

1. That ten hours' work, within twelve consecutive

hours, constitute a day's, or night's, labor on week days or week nights, and that eight hours, within ten consecutive hours, constitute a full day or full night on Sundays.

2. That the wages be not less than \$2 per day or night.

3. That arrangements be made whereby we may be permitted to attend church services, at least on alternate Sundays.

4. That we be given the preference for pit work, or for work upon the cars, as conductors, drivers or motor-men, when men are to be engaged for such positions.

5. That we be furnished with badges to ride free upon the cars to or from our work.

6. That whenever any differences arise that cannot be settled by a conference between a committee from our union and the management, it be referred to the State Board of Arbitration, the decision of the State Board to be binding upon both parties.

Upon the same day the Board called upon the president of the company, learned in a general way the company's views of the case, and upon April 3, a committee of the employees interested called by appointment and stated at length the grievances of which they complained, among other things that their request for a conference had been ignored by the company. Two days later the Board had another interview with the

officers of the corporation, and at the request of the Board the proposal of a conference between the management and a committee of the workmen was assented to. Such a conference was had a few days later, but no settlement was arrived at.

On April 17, a letter was received from Peter McCarthy, requesting a public hearing on the application. A certificate of agency purporting to be signed by one hundred and two employees of the grade of floormen, or carhousemen, was received on May 9, but, owing to other engagements, the Board was unable to take up this matter until the 15th. On that day the Board called again upon the president of the company, presented him with a copy of the application, and requested an answer to the question whether the company would join in presenting the case to the State Board. He said that he would lay it before his executive board and send a reply in a few days. Subsequently a communication was received in which the corporation declined to submit the matter to arbitration. The letter was as follows : —

WEST END STREET RAILWAY COMPANY,
BOSTON, May 22, 1896.

To the Honorable State Board of Arbitration, Boston, Mass.

GENTLEMEN : — A copy of the petition to your Honorable Board from certain employees of this company, who

are floormen, carwashers, shifters, etc., has been received and consideration of the same given by the executive committee of this board.

The grievances complained of, as you concise them, are: —

(1) That the wages now paid are not sufficient for the labor performed.

(2) That we are obliged to perform unnecessary work on Sundays.

(3) That we are unnecessarily deprived of the privilege of attending church services on the Sabbath.

(4) That there are other ways in which our working conditions may be improved.

In regard to the first grievance, the committee find that the labor performed is of such a nature that the wages now paid are graded in keeping with their labor.

2. “That we are obliged to perform unnecessary work on Sundays.” The committee believe that this complaint is made upon a misapprehension.

3. “That we are unnecessarily deprived of the privilege of attending church services on the Sabbath.” The committee are unable to find that there is any foundation for such a complaint.

4. “That there are other ways in which our working conditions may be improved.” The committee are not aware of the basis for such a complaint.

In view of the above, the committee must respectfully decline to join in the arbitration proposed, but will con-

sider the subject in a careful manner, and if it shall seem to the committee that any changes can be consistently made, will communicate with the employees.

Very truly yours,

SAMUEL LITTLE, *President.*

A copy of this letter was sent at once to Mr. McCarthy, and, on June 10, a letter was received from him as follows:—

B. F. SUPPLE, *Clerk, State Board of Arbitration and Conciliation.*

DEAR SIR:—Your favor of May 24 is at hand and contents noted, also reply to our petition to the Board, as answered to by the West End management. I am directed by the union to again urge the Board to hold a public hearing on the petition of the floormen's grievances, or to take such next step towards effecting a settlement of the differences that now exist between the company and its employees, as represented by myself, as the Board of Arbitration may deem necessary.

Hoping for an early reply, I am, for the floorman's union,

PETER MCCARTHY, *President.*

2 Ballardway, Jamaica Plain, Mass., June 8, 1895.

The request contained in the above letter was in the alternative, and before proceeding to fix a day for a hearing, the Board deemed it best to have another interview with the committee. Accord-

ingly the committee called, on the 12th, and renewed their request. The president was again notified, but he appeared not to take much further interest in the business. Thereupon, after giving the usual notices in the newspapers and to the parties, a public hearing was had at the rooms of the Board in the State House on June 24. A committee appeared to represent the employees, but no one appeared for the corporation. After all had been heard who wished to speak, the hearing was closed. The Board, as requested by the petitioners, made some inquiry into the wages paid for similar work by other street railway corporations, and, on July 12, the conclusions of the Board were communicated to Peter McCarthy, as follows:—

STATE BOARD OF ARBITRATION AND CONCILIATION,
BOSTON, July 16, 1895.

To Peter McCarthy, representing floormen, carwashers, etc., in the employ of the West End Street Railway Company.

SIR:—The Board has carefully considered all the evidence and statements which you have submitted in the matter of your application, filed March 29, 1895, and I am directed to inform you of the result as follows:—

At the request of your committee the Board has had several interviews with the president and directors of the West End Street Railway Company, and has received courteous replies to all questions propounded. Through the Board's action, an interview was had between the

officers of the company and the members of your committee, and the grievances complained of have been in some degree at least remedied. In regard to wages, however, the company appeared at all times to be decidedly opposed to any increase.

On June 24, at your request, a public hearing was had, but, although special notice was given to the corporation and published in four Boston daily papers, no one appeared in behalf of the company, and only a handful of the employees. No new information was thus obtained concerning the matters in dispute. It is cause for regret that the company thought fit to decline all offers of arbitration, and it is also to be regretted that the workmen, after requesting a public hearing, did not appear and support you as their representative by at least expressing their belief in the justice of their claims. Five employees only were present, including yourself, and all were members of your committee.

The Board has made such further inquiry as was in its power, relative to the wages paid by other electric car companies for similar work; but the results of the comparison are not such as clearly to warrant a decision either one way or the other. Upon the whole case, therefore, the conclusion of the Board is that the petitioners have not substantiated their claim sufficiently to convince the Board that it would be justified in recommending the corporation to increase the wages.

It should, however, be understood that, while the petition is dismissed without any recommendation, the Board

should not be considered as sanctioning or endorsing the present wages ; the fact is, rather, that you have failed to satisfy the Board that the case is one in which the Board can properly and fairly act as you would desire.

Respectfully,

BERNARD F. SUPPLE, *Clerk.*

Of the grievance complained of in this case the Board has since heard nothing, and it may be inferred that the subject was allowed to drop.

THOMAS H. FINNEY — HAVERHILL.

On April 10 the following communication was received : —

HAVERHILL, MASS., April 8, 1895.

*To the State Board of Arbitration and Conciliation, Room 128,
State House, Boston, Mass.*

GENTLEMEN : — At a meeting of the Joint Board of Conciliation and Arbitration of Haverhill, held this evening, it was voted that, owing to the delay in appointing a referee to settle a price-list for lasting McKay shoes on the Consolidated Hand-Method Lasting Machine, the whole matter be referred to the State Board of Arbitration for settlement.

As the settlement of above price-list affects a number of factories in which there was a strike some time ago, and where the workmen went to work pending an adjustment of prices, it is hoped that you may find it convenient to give us a hearing at an early date.

Respectfully yours,

DANIEL S. CHASE,
Secretary for Manufacturers.

DAVID I. BROWN,
Secretary for Labor Unions.

A reply was sent acknowledging receipt of the above letter, and suggesting that it would be desirable "to select certain shops and make separate applications to represent the respective grades of work in question."

On April 22, the Board met the parties in Haverhill, and after an informal discussion, a joint application was signed and filed, presenting a case arising between Thomas H. Finney, a shoe manufacturer, and the lasters in his employ. A hearing was had on the same day, and after due investigation the following decision was rendered on May 27: —

*In the matter of the joint application of Thomas H. Finney, of
Haverhill, and his employees.*

PETITION FILED APRIL 22, 1895.

HEARING, APRIL 22, 1895.

In this case the Board is requested to fix prices for the work of drawing over and operating on the Consolidated Hand-Method Lasting Machine. The introduction of this machine into Haverhill is of comparatively recent date, and a schedule of prices has not yet been established by agreement of the employers and workmen in that city. An attempt was made by the Joint Board of Conciliation and Arbitration of Haverhill to fix prices for this work; but as they failed to arrive at a satisfactory result, the case was presented to this Board with the approval of all the parties represented in the Joint Board, and in the

hope and expectation that this Board might recommend prices applicable not only to the shop in question but to all the shops in the city.

After hearing the parties and pursuing the usual investigation of prices and conditions in other shoe factories where this machine is in use, the Board recommends that the following prices be paid in the factory of Thomas H. Finney : —

BUTTON BOOTS, LACE, OR OXFORDS.

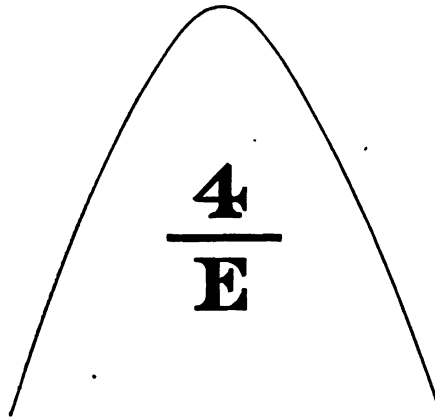
| <i>Drawing over :</i> | | | | | | | Per 60 pairs. |
|-------------------------------|---|---|---|---|---|---|---------------|
| Plain toe, first grade, | . | . | . | . | . | . | \$1.10 |
| Tip, all kinds, first grade, | . | . | . | . | . | . | 1.20 |
| Razor toe, first grade, | . | . | . | . | . | . | 1.30 |
| Plain toe, second grade, | . | . | . | . | . | . | .80 |
| Tip, all kinds, second grade, | . | . | . | . | . | . | .90 |
| Razor toe, second grade, | . | . | . | . | . | . | 1.00 |
| Box, extra, | . | . | . | . | . | . | .10 |
| <i>Operating :</i> | | | | | | | |
| Plain toe, first grade, | . | . | . | . | . | . | .60 |
| Tip, all kinds, first grade, | . | . | . | . | . | . | .70 |
| Razor toe, first grade, | . | . | . | . | . | . | .80 |
| Plain toe, second grade, | . | . | . | . | . | . | .50 |
| Tip, second grade, | . | . | . | . | . | . | .60 |
| Razor toe, second grade, | . | . | . | . | . | . | .75 |

In the above list, by first grade are meant all boots sold to the jobber at a price exceeding \$1.15 a case, and all Oxfords, or “low-cuts,” sold to the jobber at a price exceeding \$1.00; and by second grade all boots sold to the jobber at \$1.15, or less, and all Oxfords, or “low-cuts,” sold to the jobber at \$1.00, or less. By “razor toe” is meant any toe, whatever it may be called, which

is as narrow as, or narrower than, the cut shown herewith, which is size "4," width "E," said toe on all other sizes and widths to vary proportionately, as at present. Since it is probable that the list here recommended will be applied to factories other than the one in which this case arises, it is proper to add that the prices here recommended should be regarded as based upon the assumption that the general conditions of the factory are favorable to the workmen, and that the lasters are furnished with a sufficient number of lasts.

By the Board,

BERNARD F. SUPPLE, *Clerk.*



Result. The decision was accepted and applied not only in the factory of Mr. Finney, but also, through the medium of the local joint board of conciliation, it was applied in eighteen or twenty other factories. Since it involved a reduction in the wages of some of the workmen, it was not

received with any enthusiasm in that quarter, although it was accepted by all in good faith. The Board has since been informed by manufacturers that the decision was generally approved, and that on the whole earnings had not been materially affected.

**THE BOSTON GOSSAMER RUBBER COMPANY—
HYDE PARK.**

On April 23, the Board received notice in writing that a strike had occurred on or about March 23, at Hyde Park, involving about two hundred and ninety men and women, "rubber gossamer workers," employed by the Boston Gossamer Rubber Company, manufacturers of rubber cloth garments.

The facts, so far as they were made known to the Board, and the Board's comments thereon, appear in the following report, made and published by the Board on May 17:—

In the matter of the petition of John F. O'Sullivan, relative to a strike of employees of the Boston Gossamer Rubber Company.

PETITION FILED APRIL 23, 1895.

HEARING, MAY 13.

The facts in this case, so far as they have been disclosed to the Board, are briefly these:—

On or about March 18 the Boston Gossamer Rubber Company gave notice to the employees in one of its factories at Hyde Park of a proposed reduction in wages. The news was a disagreeable surprise to the employees, because business was apparently good, and manufacturers throughout the country were beginning to restore wages

to the point from which they were reduced during the last year.

On the following Monday, the 25th, the new price list was posted in the factory called the "front building;" the employees scanned it and sent a committee to see Mr. Henry Klous, the manager. He informed them, in answer to their questions, that he had obtained information concerning the prices paid in other factories doing a similar business, and that his prices were higher than those of his competitors; but when asked to show his figures he declined to do so, saying that his word ought to be good for it, and if the employees did not see fit to work at his prices they could leave, and he would shut off the power. The committee said that the employees would agree to anything that was fair, and would make any concessions that might fairly be called for, but thought that the list as it stood was unjust. The manager did not alter his position, and the employees then proposed to settle the matter through arbitration, either by the State Board or any other fair tribunal. This was also declined, and at noon on the same day the employees in the front shop left their work, being followed some days afterwards by those employed in the "back shop," who were not affected by the new list, but had grievances of their own, and were desirous of showing their sympathy with the employees in the other building.

Within a few days, in response to a letter from Mr. Klous, another committee called and had a talk with him. He wanted them all to return to work under the

new prices, and promised to consider the question of paying for needles and thread, which had hitherto been supplied at the expense of the employees. This interview resulted in nothing. The strike was now fully developed and a union was organized. The company began to hire other men and women, who were taught to do the different parts of the work; and the State Board sent the usual printed circulars to both sides, stating the legal powers and duties of the Board in such cases. On April 11 the clerk was sent to Hyde Park, and subsequently members of the Board went, and had interviews with the strikers and their representatives and also with the superintendent and others connected with the management, in the hope of effecting a settlement of the dispute. In course of time the company opened a factory in Boston, and the attention of the strikers having been directed thereto, the company thought fit to request the assistance of the police to prevent interference.

In view of all the circumstances, and after receiving a petition from John F. O'Sullivan, representing the strikers, the Board in writing invited the company and a committee of the striking employees to meet for a conference in the presence of the Board at the rooms of the Board in Boston at a time stated. The employees appeared at the appointed time, but the company sent a letter declining to accept the Board's invitation. Notice was then given of a public hearing to be had in Hyde Park on May 13, of which the parties and the public were duly informed.

The hearing was well attended by the striking employees, but no one appeared in behalf of the company. The Board was requested to "investigate the cause or causes of said controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same," and to "make and publish a report finding such cause or causes, and assigning such responsibility or blame."

Acting under the foregoing provision of law, and in the exercise of its best judgment and discretion, this Board finds that, — whether the proposed prices were fair or not, a question which the Board does not decide, — coming at such a time, the question of reduction was one which ought to have been discussed fully and fairly with the committee of the employees at the interview which they had with the manager before the strike occurred. They did not represent any labor organization, for none had been formed at that time. They were willing to agree to anything fair, and, being unable to agree, proposed arbitration in some form. In all these proceedings the Board sees nothing in the conduct of the employees except what was perfectly proper and business-like, and is of the opinion that the company was ill-advised in not treating with them openly and frankly, as well as in rejecting all attempts to settle matters in dispute, either by means of arbitration or through an informal conference, as proposed by the tribunal established by the law for such cases. An employer who invokes the assistance of the law for his own purposes ought, it would seem, to show respect

for the same authority when it is invoked by others in a peaceable and reasonable manner.

The Board has good reason to believe that if the invitation to the conference had been accepted by the company, the whole controversy might have been settled by agreement upon a basis of fair wages, everything considered. It is unnecessary to say that such a result would have been of great benefit to hundreds of men and women who need employment, as well as to the business of the company. If the company desired only what was fair, nothing would have been lost by conferring with the operatives, and great good might have been done to all concerned.

The conclusion of the Board, therefore, is that the action of the company in refusing to meet the employees for the purpose of discussion and agreement, and in refusing all offers of conciliation or arbitration, was the immediate cause of the strike and of its continuance to the present time.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. The strike continued for a while. The company's factory in Boston had not been closed by it at any time, and after a while some of the workmen at Hyde Park who had no special grievance of their own refused to stay out any longer. Then the collapse soon followed, and the strike was at an end.

**STRIKE OF PAINTERS AND PAPERHANGERS —
LAWRENCE.**

On April 17, the Board was formally notified in writing of a general strike of painters and paperhangers which occurred in Lawrence on April 1. Prior to this strike a committee of the organized workmen had a conference with the master painters, and presented their claims as follows:—

1. That the standard rate of wages shall be 25 cents per hour from April 1, 1895, to April 1, 1896. Superior workmen to be paid such wages as may be agreed upon by workman and employer.

2. That the regular working hours shall be from 7 A.M. to 5 P.M., but in case of distant work, each employer may arrange with his help to vary the hours for commencing and leaving off work to suit the convenience of trains, street cars, etc. In all cases of distant work help to travel one way in employer's time and one way in their own.

3. On Saturdays all men to be at their shop or place of business at 5 P.M., to be paid. If paid on the job, said job not exceeding one mile from shop or place of business, men shall work until 5 P.M.; but if said job exceeds one mile from shop or place of business, walking time then to be allowed at the rate of three miles per hour.

4. That all men sent out of town to work shall have car fare paid to and from the job. Men sent on jobs that are so far out of town that they are obliged to remain by the job shall have their board paid in full and car fare to and from the job once a week.

5. All overtime to be paid at the following rates: From 6 P.M. to 12 midnight, time and one-half; from 12 midnight to 6 A.M., double time; Sundays and the following holidays — Christmas day, Fourth of July, Labor day and Thanksgiving day — to be paid double time.

6. All paperhanging to be done piece work at the following rates:—

Side walls:—

| | | |
|----------------------------------|-----------|------------|
| Lapped, | | 10 cents. |
| Catch, | | 15 " |
| Butted, | | 21 " |
| Ingrain, | | 25 " |
| Pressed papers and leatherettes, | | 25 to 75 " |

Ceilings:—

| | | |
|---------|-----------|-----------|
| Lapped, | | 15 cents. |
| Catch, | | 20 " |
| Butted, | | 25 " |

Ceiling decorations, such as centre pieces and corners, to be arranged by workman and employer.

Moulding:—

| | | |
|--------------------|-----------|-------------------|
| One-inch moulding, | | 1 cent per foot, |
| Two-inch, | | 2 cents per foot, |
| and so up. | | |

| | | |
|--------------|-----------|--------------------|
| Glue sizing, | | 2 cents per roll. |
| Pointing, | | 25 cents per hour. |

The master painters took the matter under consideration, but in the absence of any satisfactory

reply from them the strike occurred, affecting thirty-two employers in the city. The men were willing, and had proposed, to submit their claims to a board of arbitration, but the employers did not welcome the suggestion, and even refused to confer again with the workmen's committee. After conferring with both sides, the Board invited the representatives of both sides to meet the Board for a conference at the city hall in Lawrence. At the appointed time a committee of the workmen appeared, but the president of the association of employers sent a letter to the Board, saying:—

Your favor of this date at hand. While this association fully appreciates your position in this matter, it is the universal opinion of the association that a conference with a committee of late employees would be of no avail as regards arriving at a settlement of this difficulty.

It was learned informally that the employers were averse to meeting their employees in conference, because they were convinced that the state of business would not warrant an increase of wages, and because they expected that the workmen would not consent to any discrimination among workmen of different skill and ability. They also believed that the strike was even then breaking up, and for that reason a conference was deemed by them unnecessary.

The Board heard nothing further about the matter, but it is to be regretted that the employers did not see fit to meet the committee of the workmen, when the Board requested such a meeting. The fact that previous meetings had been unsuccessful was no good reason for declining. In point of fact, the Board did not find the committee so unreasonable or so deaf to argument as was supposed by the employers. The advent of the State Board ought rather to have been regarded by all concerned as a new opportunity to discuss the situation under more favorable circumstances than had yet offered.

S. H. HOWE SHOE COMPANY — MARLBOROUGH.

On June 12, the following decision was rendered: —

In the matter of the joint application of the S. H. Howe Shoe Company, of Marlborough, and its employees.

PETITION FILED MAY 31, 1895.

HEARING, JUNE 6.

The application, on the part of the employees, alleges that the trimmers and edgeseeters employed by the S. H. Howe Shoe Company are paid by the day, but that too much work is required of them. They ask the Board to decide what is a fair day's work, also to fix a price per day. The company alleges that there is no specified amount required of the workmen, a fair day's work only being demanded. It appeared by the evidence that the conditions in the factory were favorable to the workmen, that the relations of employees to the company were pleasant, and that the men were not required to work the full time of fifty-nine hours per week. It appeared also that the present prices were fixed by agreement between the company and the union which represents the workmen, and that the amount of work done in a day has been established by the action of the workmen themselves and acquiesced in by the company.

Under all the circumstances of the case, the Board sees no good reason for recommending any change either in the price per day or in the amount of work to be done in a day.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. The decision was accepted by all concerned.

CHASE, MERRITT & CO.—MEDWAY.

On June 1, the Board was informed of a difference which had arisen between Chase, Merritt & Co., of Medway, and their employees, involving one-half of a cent a pair in the price paid for beating out on the Giant machine, and also a few items of stitching, which it might be necessary to refer to the State Board; and three days later, a letter was received from the president of the local executive board of the workmen's union, stating the difference as above set forth and saying, "It has been mutually agreed to refer same to the State Board for adjustment, and the said firm have authorized and requested us to call the attention of said Board to the matter."

A reply was sent to this communication, enclosing blanks, and requesting that an application be made out and signed by both parties.

Subsequently it was ascertained that the matter had been settled by agreement of the parties.

A. M. HERROD — BROCKTON.

On June 13, notice was received from A. M. Herrod of Brockton, shoe manufacturer, that a strike had occurred on the preceding day in his factory by reason of the discharge of a workman who had been put to work on a new fairstitching machine, and in the opinion of his employer had not done so much work in a day as his day's wage entitled the employer to receive. Mr. Herrod expressed his willingness to leave the matter to the State Board, and it was suggested that he hire no new workmen until the Board should have an opportunity to see the workmen. On the day following, the Board had an interview with the representatives of the workmen, and offered the services of the Board. The committee said that they would lay the matter before the union at their next meeting. On the 15th a committee called upon Mr. Herrod and agreed with him upon a settlement which prescribed the amount of work to be done on the machine in question, and settled also some prices about which there had been dissatisfaction. The settlement was fairly satisfactory to both parties.

TALBOT MILLS — BILLERICA.

A strike occurred in the Talbot Mills at Billerica on June 7; it began with the weavers, but others joined to the number of about three hundred. The mills were promptly shut down, and notices posted to the effect that all who had struck must, if they desired to be re-employed, make application therefor at the company's office. In reply to the customary offer of the Board's services, a letter was received on the 15th stating that the employees considered themselves discharged, "and cannot do anything at present, but, should we require your services later, we will consult you immediately."

A few days later, having heard nothing from either side, and the controversy still continuing, the Board went to Billerica and had interviews with the parties interested. It appeared that, on or about June 1, notice was given that two days later the wages of some of the operatives would be raised. The increase was not general or uniform, but was based upon what the treasurer judged to be right in each case, and an attempt was made to equalize the wages throughout the mills. The

result showed the inexpediency of this course of proceeding. Delegations of the spinners and weavers called upon the treasurer, who discussed the matter freely with them upon the supposed merits of the case. He told them that he had compared wage lists in other mills, and was confident that, if they would do the same, the new list would be found to be above the average. This reasoning, however, failed to satisfy the employees, and the strike followed, as above stated.

It required no unusual discernment to see that, as is usual in such cases, after two or three weeks of idleness, the workmen were desirous of returning to work and the treasurer would like to see the mills running again. Accordingly the Board advised the employees to send to the treasurer a committee representing all the different departments. The treasurer set a limit of time within which he would receive such a committee. Prior to the proposed meeting the employees met and voted not to return to work, unless some increase of wages was conceded. On the 25th, the treasurer informed the strikers' committee that, if the employees should see fit to return, the company would take into consideration the alleged inequalities in the recent increase and would make a further advance later on, if the market should warrant it. On the 27th, the

operatives by a strong vote resolved not to return to work under this assurance. By July 9, however, the feeling had changed, and it was voted to return to work under the treasurer's assurance, already communicated to them, and the strike came to an end.

It is probable that the State Board was of some assistance in bringing the parties together and affording them an opportunity to discuss matters, and to be once more on speaking terms; but it is melancholy to think that they should have kept aloof from one another for five weary weeks, when, if both parties had joined in requesting the advice of the State Board, the whole difficulty might have been brought to an end in two days.

LANCASTER MILLS — CLINTON.

On June 14, a strike occurred on the part of the weavers, beamsters and carders employed in the Lancaster Mills, at Clinton. The claim was for a restoration of the rate of wages formerly paid. The Board had an interview with the treasurer, and subsequently with the representatives of the operatives. About 2,600 had struck, and the mills were closed. The treasurer made a frank statement of the condition of the company, the difficulty of selling the product, and his inability to comply with the demands of the strikers in any respect. The strikers expressed themselves as well enough satisfied with the prospect; many left Clinton and found work elsewhere; and the "enthusiasm" of a strike served to keep up the determination of those who remained at home. The treasurer deliberately settled down to wait until the operatives should change their minds.

The change was a long time in coming. On August 21, the mill gates were thrown open; but only a few weavers went in. The numbers slowly

increased, however, and at last, on September 6, the strike was ended by a vote of the weavers to return to work at the old wages.

It is hard to see what was gained on either side by this deplorable struggle of twelve weeks.

S. H. HOWE SHOE COMPANY—MARLBOROUGH.

On August 5, a joint application was received from the S. H. Howe Shoe Company and its employees, presenting questions of wages for bottom finishing in three factories in Marlborough. The employees requested an increase in wages paid by the day. After some delay, caused by illness and absence of persons interested, a hearing was had, and on November 8 the following decision was rendered:—

In the matter of the joint application of the S. H. Howe Shoe Company, of Marlborough, and its employees.

PETITION FILED AUGUST 5, 1895.

HEARING, OCTOBER 11.

In this case the Board is requested to advance the price of wages paid by the day for different parts of the work of finishing bottoms, viz.: slicking and polishing, painting, blacking shanks and brushing.

After hearing the parties and a due investigation of prices paid, the Board sees no good reason to recommend any change in the wages now paid for this work.

In regard to a general hand, competent to do any work in the finishing room except sanding, and who is hired as

such general hand, the Board recommends that such man be paid two dollars per day.

This decision refers to the factories known respectively as Diamond A, Diamond F and Diamond M.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. The decision was accepted by all concerned.

**THE J. S. NELSON & SON SHOE COMPANY—
GRAFTON.**

Notice was received, on August 8, that a strike had occurred on July 29, on the part of the treers employed by the J. S. Nelson & Son Shoe Company, of Grafton. Upon inquiry the Board learned that in June the company had proposed a new price list for treeing men's shoes by hand, which was accepted and worked under by the workmen, but that in the following month they struck for higher wages. In consequence of the strike, the manager felt compelled to discharge the remainder of the employees, about two hundred in number, and the factory was brought to a standstill, on August 5.

An interview was had with the manager, in Boston, in which the whole matter was freely discussed and the services of the Board proffered. Mr. Nelson said that he expected to meet a committee of the workmen that evening, and would notify the Board of the result. Subsequently on the same day a telephone message was received to the effect that nothing had been accomplished by the interview. Thereupon the Board voted to go to

Grafton and attempt to bring the parties together again in the presence of the Board.

Upon the arrival of the Board in Grafton, on the 12th, it was learned that the matter had been settled by agreement, and all hands had returned to work.

BOSTON MANUFACTURING COMPANY — WALTHAM.

On August 6, the back-boys and doffers employed by the Boston Manufacturing Company, at Waltham, struck, without previous notice, for their old wages, before the reduction made in 1893. They were earning on an average about \$3.50,—some earned as much as \$5.80 a week. The mule spinners soon came to a standstill for want of material, and on August 9, nine hundred operatives were out of work, with a near prospect of the idleness of eight hundred more.

On the 9th, the Board entered into communication with the boys who had struck, heard their statement, and told them that they ought, at least, to have made a demand upon their employer before going out, and that before striking at any time it would be better to appeal to the State Board. They were accordingly advised to return to work, make a respectful request to their employer, and await results.

On the 12th they returned to work, and the mill resumed operations. The spinners returned to work about the same time, and very likely their

action influenced the boys to some extent. Soon afterwards the wages of the back-boys and doffers were raised, but at Thanksgiving, and several times since, the mill was shut down for repairs, and at the time of writing this report this is the condition of affairs, which seems to afford some evidence that the apprehension of the company in the beginning as to the business outlook was well founded.

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AMERICAN LINEN COMPANY — FALL RIVER.

Having learned through the newspapers of a strike of mule spinners in the mill of the American Linen Company of Fall River, the Board, on September 6, called upon the treasurer, who at first chose to look upon the visit of the Board as unnecessary and almost presumptuous. After the Board had explained the law at some length, the information was vouchsafed that about two weeks previously all the mule spinners, thirty-two in number, had left their work at noon time, and that was all the treasurer knew about it; that there was no trouble, the mill had not lost a day, nor had a loom stopped. He admitted that he had been at some expense in buying yarn, but had no statement to make to the Board.

A visit to the representative of the mule spinners developed the fact that the strike had occurred because of poor cotton and a consequent diminution of earnings; that there had been at least two interviews with the officers of the company before the strike occurred, in the hope that the conditions might be improved. There was no improvement, and the strike followed.

Then the Board had another interview with the treasurer at the office of the president of the corporation, and after a discussion of the situation in all its aspects, a letter from the Board to the agent of the spinners was drawn up and submitted to the inspection of the officers of the corporation who were there present. It stated the Board's belief that, if the strikers should see fit to return to the mill and resume work on the following Monday, everything possible would be done to improve conditions and make them more favorable to the earning of fair wages. The treasurer insisted that in place of the word "resume" should be substituted the words "apply for." The change was accordingly made, and the letter delivered on the same day.

When the spinners met together for the purpose of considering the letter, objection was made, as the Board had apprehended, to the expression "apply for work," and took no action. In consequence of this trifling difference of expression, the strike was continued until, on September 21, the shop's crew of the American Linen Company's spinners met and voted to resume work, but with the same assurance that was expressed in the Board's letter a fortnight earlier, and so the strike was at last ended.

SHIP CALKERS—BOSTON.

On September 9, a joint application was received from Emery D. Leighton and the calkers employed by him, setting forth that the employer was willing to pay \$3 for work by the day, but that the workmen required \$3.25.

A hearing was had, at which other employers engaged in similar business in Boston and some owners of vessels were present and urged their views upon the Board.

After full consideration, the following decision was rendered on September 17:—

In the matter of the joint application of Emery D. Leighton, of Boston, and the ship calkers in his employ.

PETITION FILED SEPTEMBER 9.

HEARING, SEPTEMBER 12.

The petition in this case asks the Board to pass upon the question of wages of ship calkers in Boston. The case has been presented to the Board as having a general application to the trade in Boston and has been considered in that light. The wages paid per day prior to July, 1894, were \$3.50. After that time the men were forced to accept \$3 a day. A few weeks ago the men employed on a particular job were paid \$3.25; and for a

short time all the work done in Boston was paid for at the higher rate; but the increase was not generally recognized or accepted by employers, and after some discussion, it was agreed that the jobs that were then ready should be taken up and the wages be determined by this Board as a question of general interest to the workmen and those who employed them. The long-continued custom of the trade in Boston is to work eight hours a day except when the sun sets before five o'clock, and then work stops at sunset. The form of the application does not permit the Board to recommend any change in the working hours. The workmen contend for \$3.25 a day, and show conclusively that even at the higher rate of \$3.50 a day their earnings for the year did not exceed the earnings of a common laborer. The work requires skill, is intermittent, and limited in amount. The amount of wages asked for is hardly a living wage. On the other hand, the employers, while practically admitting all that the workmen state, lay great stress upon the competition of other ports, and upon the fact that the conditions prevailing in Boston under the three-dollar rate are more favorable to the workmen than is the case in any other Atlantic port, and they express their apprehension that if any increase should be allowed, the work would not be done in Boston. Upon this point the workmen express their readiness to take the chances of the business, and of course this Board cannot control the operations of trade or forecast the future. Upon all the aspects of the case as presented at the hearing, the Board is of the opinion that

the wages demanded of \$3.25 a day are not unreasonable for the work and skill required, and accordingly recommend that that sum be paid.

By agreement of the parties this decision is to take effect from September 7, 1895.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

Result. All parties accepted the decision, and the Board has been pleased to learn recently that, since the decision was rendered, there has been no diminution of work, but rather an increase in the amount done in Boston in comparison with last year.

THOMAS G. PLANT COMPANY—LYNN.

On September 6, all the lasters, one hundred and twenty-five in number, employed by the Thomas G. Plant Company, of Lynn, struck for an increase of wages, and on the 13th the Board met in Lynn in conference with the representatives of both sides. It appeared that the demand related to two kinds of goods marked with white and red tags, respectively. Certain operations were pointed out by the workmen which they said were not required of the employees in competing factories, and by reason of which it was thought that the wages should be increased. The company expressed a willingness to make some concessions, and said that some of the operations would be discontinued, if the men desired it, but declined to allow any increase of the base price for lasting. No agreement was arrived at, but the discussion served to bring the parties together, and subsequently, upon the return home of the manager of the company, the whole matter was settled by agreement.

STEAMFITTERS' STRIKE — BOSTON.

On September 3, a general strike of the steamfitters of Boston occurred, with the object of establishing an eight-hour day, without reduction of wages. Several conferences had been had previously between the union and the Master Steamfitters' Association, but without result. After the strike began, some of the smaller employers acceded to the union's demands, sometimes with a proviso, but the association remained firm. On the 20th the Board communicated with the strikers' committee, and suggested a conference. They declared their willingness to confer with the association at any time. The president of the association was then seen, who, after stating the case from his point of view, said that the feeling among his associates was such that it would not be expedient for them to meet the union's committee for any discussion. He added, however, that if, after talking with the workmen's committee, the Board should still recommend a meeting, he would lay the matter before the association.

At the time named by the Board, the workmen's committee appeared and expressed disappointment at the absence of the employers. In consequence of what was said at this meeting, the Board urged anew upon the president of the association that the association should express its willingness to confer with the union; but the feeling was such as to prevent favorable action at this time. Later, on October 18, the Board felt encouraged to make another attempt to bring the parties together, and this time was successful. On the 21st a committee of the union called at the rooms of the Board and met the president of the association of employers. A full discussion followed. The requirements of the strikers were reduced to writing, and, with the Board's assistance, so modified, that the president said he would lay them before his associates, and recommend agreeing thereto. The demands as thus formulated were as follows:—

I. That on and after May 1, 1896, eight hours shall constitute a day's work without any reduction of pay.

II. That nine hours shall constitute a day's work on all out-of-town work where board and expenses are paid, except in cities or towns where eight hours are recognized as a day's work by the master fitters and steam fitters of said cities or towns.

III. That, in hiring steam fitters in the future, mem-

bers of the Boston Steam Fitters' Union shall be given the preference, when of equal capacity and skill.

IV. That all differences arising shall be referred to an arbitration committee.

On the 23d, a committee representing the Master Steamfitters' Association called and told the Board that the association had agreed to the articles proposed by the union, and that they desired to incorporate in the agreement an additional article, to read as follows: —

In case any dispute shall arise between the Master Steam Fitters' Association and the Steam Fitters' Union of Boston which the parties are unable to settle by agreement, the matter shall be submitted to the State Board of Arbitration and Conciliation without strike or lockout, the decision of the State Board to be final.

The union was promptly informed of this action on the part of the employers, and the new article was readily assented to, with a qualification which was deemed necessary, in view of their connection with the Building Trades Council of Boston and Vicinity.

On the 24th the settlement of this important matter was finally adjusted and the following agreement was entered into by the representatives of the Employers' Association on the one

side and the representatives of the union on the other:—

I. On and after May 1, 1896, eight hours shall constitute a day's work without any reduction of pay.

II. Nine hours shall constitute a day's work on all out-of-town work where board and expenses are paid, except in cities or towns where eight hours are recognized as a day's work by the master, fitters and steam fitters of said cities or towns.

III. In hiring steam fitters in the future, members of the Boston Steam Fitters' Union shall be given the preference, when of equal capacity and skill.

IV. All differences arising shall be referred to an arbitration committee.

V. In case any dispute shall arise between the Master Steam Fitters' Association and the Steam Fitters' Union of Boston which the parties are unable to settle by agreement, the matter shall be submitted to the State Board of Arbitration and Conciliation without strike or lockout, the decision of the State Board to be final: *provided*, however, that in case a sympathetic strike or suspension of work is ordered by the Building Trades Council of Boston and Vicinity on any building upon which members of the Boston Steam Fitters' Union are at work, a compliance with such order on their part shall not be considered a violation of this agreement.

GENERAL ELECTRIC COMPANY—LYNN.

On October 16, the molders employed by the General Electric Company at the River Works in Lynn, about one hundred in number, went out on strike. On the 22d, the Board voted to go to Lynn and call upon the parties. The representatives of the workmen were notified that the Board would call first at the works, and afterwards upon the workmen's committee. They agreed to be in readiness to meet the Board. On the following day the Board called upon the superintendent, who gave a full account of the controversy from his point of view. He stated in substance that the demand of the employees was for a uniform price of \$2.50 a day instead of the piece prices which then prevailed, and under which some of the molders earned considerably more than \$2.50; that when, after some interviews with a committee, the distinct demand was made, he objected to the proposed change, and expressed the opinion that it would not be advantageous to the men or to the company. He asked then to let the matter subside, but upon their insisting, he said that he

should be obliged to lay the matter before the directors, or the executive committee. The result of the interview having been reported, the molders voted that the new method must be adopted at once, or they would strike. The strike followed.

At the close of the interview the Board went to the headquarters of the union, expecting to see the committee, but for some reason they were not there, although it was stated that they had been there and had gone away. A person present offered to try to find them; but, the appointment having failed, the Board did not think fit to await the result of such a search, and returned to Boston, leaving word, however, at the headquarters, that, if the workmen or their committee or agents wished at any time to confer with the Board, the Board would gladly respond to such a wish.

No communication has been received from them since. The company has been obliged to buy castings, and has been subjected to annoyance in other respects; but the business as a whole has been carried on without apparent interruption, and the Board has not learned of any settlement, or attempt at settlement.

HAMILTON WOOLEN COMPANY — AMESBURY.

On June 18, a strike of weavers for an increase of wages occurred in the cotton mills of the Hamilton Woolen Company at Amesbury, directly involving about five hundred operatives. Eight mills belonging to the company were closed, and on the 20th the employees were paid off.

The usual informal circulars were sent to both parties by the Board, but no communication was received from either side. A committee called upon the agent, who informed them that no concession whatever would be made. At length, on July 5, notices were posted stating that the mills would be opened on the Monday following, July 8, and that all the employees who wished to return might do so. The looms were gradually started up, the number of employees increasing from day to day. Then the spinning mills were started, and on July 17 the strike was formally declared off, and the weavers voted to return to work at the old wages. Thus the strike came to an end. No one was benefited, but hundreds of poor people were poorer than before.

Subsequently, in October, two agents of the Textile Union of America called at the office of the Board and stated that in their view of it, the assurances given by the corporation in July had not been fully complied with; that they were on their way to the treasurer of the company, were doubtful of how they would be received, and desired the Board's advice. They were advised to approach him in a conciliatory manner and to keep in view that the end to attain was an amicable settlement of the difficulty.

The advice was accepted, and they returned to say that they had had a satisfactory interview with the treasurer, and had reason to believe that the difficulty would be removed after seeing the superintendent of the mills.

The Board was, however, subsequently informed that the expectations of the agents were not fully realized.

BOSTON FURNACE COMPANY—BOSTON.

On October 31, the following notice was received of a threatened strike: —

Boston, Oct. 31, 1895.

To the Honorable the State Board of Arbitration and Conciliation.

The undersigned respectfully represents that, prior to October 24, 1895, he had two non-union men in his employ, engaged as steamfitters' helpers, who have remained in his employ ever since, under Article III. of the agreement of that date, and are now at work for him, together with workmen of other trades, in the erection of the Richmond Street School; that Mr. Foley, a steamfitter claiming to represent the Building Trades Council of Boston, has this day demanded their discharge, and alleged as a reason therefor that they are not members of any union, and threatened to order a strike of all the workmen there employed, if said helpers were not discharged.

The undersigned furthermore asserts that, while he is willing to adopt any just expedient for the purpose of avoiding friction, it is not possible at the present time to do as demanded; that he has fulfilled both the letter and the spirit of said agreement, and believes that the action of Mr. Foley, so far as it may have been acquiesced in by the Journeymen Steam Fitters' Union, is a violation of Article V. of said agreement.

Wherefore the undersigned requests the good offices of your Honorable Board for the purpose of an equitable adjustment of the difficulty.

BOSTON FURNACE COMPANY,

C. H. HANSON, *Secretary*.

It will be perceived that the agreement entered into on October 24, between the Master Steam Fitters' Association and the Journeymen Steam Fitters' Union of Boston, figured in this case. The Board at once exerted itself to bring the parties together, and succeeded on November 1. At this interview it appeared that the difficulty arose out of the application of a rule of the Building Trades Council of Boston and Vicinity, with which body the steamfitters' union was affiliated, and that the steamfitters were desirous of complying strictly with the agreement which had been entered into.

The Board expressed the opinion that, in order to save the agreement, it would be necessary for the representatives of the steamfitters' union to come to some further understanding with the Building Trades Council, which would remove the necessity of such complications on the part of any individual employers who were conforming in good faith to the agreement, and suggested that such action be taken. Subsequently the Board

was duly informed that an understanding had been arrived at, which removed all cause of complaint.

The foregoing annual report is respectfully submitted.

CHARLES H. WALCOTT,
RICHARD P. BARRY,
CHARLES DANA PALMER,

State Board of Arbitration and Conciliation.

BOSTON, Feb. 7, 1896.

On April 12, Hon. Charles Dana Palmer became a member of the Board, in the place of Hon. Richard E. Warner, resigned.

BERNARD F. SUPPLE,

Clerk.

APPENDIX.

APPENDIX.

Twenty states of the Union have laws relative to the settlement of industrial disputes, and twelve of these provide for a state board to administer the law. The following ten states have established such boards: Massachusetts, New York, California, Ohio, New Jersey, Louisiana, Connecticut, Minnesota, Montana and Illinois. Michigan has such a law since July 3, 1889, authorizing the governor, "Whenever he shall deem it necessary, with the advice and consent of the Senate," to appoint a "State Court of Mediation and Arbitration;" but the tribunal has not yet been appointed. The constitution of Utah, which was admitted to the Union as a sovereign state on January 4, 1896, directs the legislature to provide by law for a Board of Labor, Conciliation and Arbitration.

The United States Commissioners on the Chicago Strike of 1894 recommended the consideration by the states of the adoption of some system of arbitration like that in use in Massachusetts.

In Colorado, the Commissioner of Labor Statistics is charged with the duty of mediating between employer and employed, if requested to do so by either, whenever a difference exists which results or threatens to result in a strike or lockout. Missouri has likewise conferred such powers upon the Commissioner of Labor Statistics, and he is further authorized to form local boards of arbitration. In North Dakota the Commissioner of Agriculture and Labor "shall diligently seek to mediate." In Nebraska it is the duty of such officer to examine into the causes of strikes and lockouts. The laws of Iowa, Kansas and Pennsylvania simply authorize the law courts

to appoint tribunals of voluntary arbitration; and such is the law of Maryland also, which, moreover, empowers the Board of Public Works to investigate industrial controversies when the employer is a corporation, indebted to, or incorporated by, that state; to propose arbitration to the opposing parties, and if the proposition is accepted, to provide in due form for referring the case; but if either party refuse to submit to arbitration, it becomes the duty of the Board of Public Works to ascertain the cause of the controversy and report the same to the next legislature.

Following are the laws, etc., relating to mediation in industrial controversies:—

MASSACHUSETTS.

The law of the state concerning arbitration is as follows, being chapter 263 of the Acts of 1886, approved June 2, entitled, “An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees,” as amended by St. 1887, chapter 269; St. 1888, chapter 261; and St. 1890, chapter 385; also St. 1892, chapter 382.

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two: *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their

respective successors are appointed; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out

or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request.

When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary travelling expenses.* Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have

* See further as to experts, their duties and compensation, St. 1892, c. 382, *post*.

power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

SECT. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of

such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

SECT. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to

draw from the treasury of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service ; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth ; and both before and after said date they shall be allowed their necessary travelling and other expenses, which shall be paid out of the treasury of the Commonwealth.

[ST. 1892, CHAPTER 382.]

An Act relating to the duties and compensation of expert assistants appointed by the state board of arbitration and conciliation.

Be it enacted, etc., as follows :

SECTION 1. In all controversies between an employer and his employees in which application is made to the state board of arbitration and conciliation, as provided by section four of chapter two hundred and sixty-three of the acts of the year eighteen hundred and eighty-six as amended by section three of chapter two hundred and sixty-nine of the acts of the year eighteen hundred and eighty-seven, and by section one of chapter three hundred and eighty-five of the acts of the year eighteen hundred and ninety, said board shall appoint a fit person to act in the case as expert assistant to the board. Said expert assistants shall attend the sessions of said board when required, and no conclusion shall be announced as a decision of said board, in any case where such assistants have acted, until after notice given to them, by mail or otherwise, appointing a time and place for a final conference between said board and expert assistant on the matters included in the proposed decision. Said expert assistants shall be privileged to submit to the board, at any time before a final decision shall be determined upon and published, any facts, advice, arguments or suggestions which they may deem applicable to the case. They shall be sworn to the faithful discharge of their duties by any member of said board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be en-

titled to receive for their services from the treasury of the Commonwealth the sum of seven dollars for each day of actual service, together with all their necessary travelling expenses.

SECT. 2. This act shall take effect upon its passage. [*Approved June 15, 1892.*]

NEW YORK.

[CHAPTER 63.]

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a State Board of Mediation and Arbitration. [*Passed March 10, 1887; three-fifths being present.*]

The People of the State of New York, represented in Senate and Assembly, do enact as follows :

SECTION 1. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful to submit the same, in writing, to a board of arbitrators for hearing and settlement. Said board shall consist of three persons. When the employes concerned are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said body shall have power to designate one of said arbitrators, and the employer shall have power to designate one other of said arbitrators, and the said two arbitrators shall designate a third person, as arbitrator, who shall be chairman of the board. In case the employes concerned in any grievance or dispute are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate one arbitrator for said board, and said board shall be organized as hereinbefore provided. And in case the employes concerned in any grievance or dispute are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate one arbitrator for said board, and the said board shall be organized as hereinbefore provided. In all cases of arbitration the grievance or matter of dispute shall be succinctly and clearly stated in writing, signed by the parties to the arbitration, or some duly

authorized person on their behalf, and submitted to such board of arbitration.

§ 2. Each arbitrator so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath may be filed in the office of the clerk of the county where such dispute arises. When the said board is ready for the transaction of business it shall select one of its number to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing. The chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of record or the judges thereof in this State. The board may make and enforce the rules for its government and the transaction of the business before it, and fix its sessions and adjournment, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

§ 3. After the matter has been fully heard, the said board or a majority of its members shall, within ten days, render a decision thereon in writing, signed by them, giving such details as will clearly show the nature of the decision and the points disposed of. Such decision shall be a settlement of the matter referred to said arbitrators unless an appeal is taken therefrom as is hereinafter provided. The decision shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county and the other transmitted to the secretary of the State Board of Mediation and Arbitration, hereinafter mentioned, together with the testimony taken before said board.

§ 4. When the said board shall have rendered its decision its power shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons, and in such cases such persons may submit their differences to the said board, which shall have power to act and arbitrate and decide upon the same as fully as if said board was originally created for the settlement of such other difference or differences.

§ 5. Within three days after the passage of this act the Governor shall, with the advice and consent of the Senate, ap-

point a State Board of Mediation and Arbitration, to consist of three competent persons, each of whom shall hold his office for the term of three years, to commence immediately upon the expiration of the term of office of the members of the present State Board of Arbitration, created under chapter four hundred and ten of the laws of eighteen hundred and eighty-six. One of said persons shall be selected from the party which, at the last general election, cast the greatest number of votes for Governor of this State, and one of said persons shall be selected from the party which, at the last general election, cast the next greatest number of votes for Governor of this State; and the other of said persons shall be selected from a bona fide labor organization of this State. If any vacancy happens by resignation or otherwise, he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said board shall have a clerk or secretary, who shall be appointed by the board, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe. He shall have power, under the direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said board.

§ 6. An appeal may be taken from the decision of any local board of arbitration within ten days after the rendition and filing of such decision. It shall be the duty of said State Board of Mediation and Arbitration to hear and consider appeals from the decisions of local boards and promptly proceed to the investigation of such cases, and the decision of said board thereon

shall be final and conclusive in the premises upon both parties to the arbitration. Such decision shall be in writing, and a copy thereof shall be furnished to each party. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the board may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 7. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said State board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of said election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work without a lock-out or strike until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record or the judges thereof, in this State.

§ 8. After the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the

clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 9. Whenever a strike or lockout shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout, and put itself in communication with the parties to the controversy, and endeavor, by mediation, to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section seven of this act.

§ 10. The fees of witnesses shall be fifty cents for each day's attendance, and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board. All subpoenas shall be signed by the secretary of the board, and may be served by any person of full age, authorized by the board to serve the same.

§ 11. Said board shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the board, and such suggestions as to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and the wage-earning masses, and the improvement of the present system of production.

§ 12. Each arbitrator shall be entitled to an annual salary of \$3,000, payable in quarterly installments from the treasury of the State. The clerk or secretary shall receive an annual salary of \$2,000, payable in like manner.

§ 13. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association," "company," or "corporation," as fully as if each of the last-named terms was expressed in each place.

§ 14. This act shall take effect immediately.

MICHIGAN.

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a State Court of Mediation and Arbitration.

SECTION 1. The People of the State of Michigan enact, That whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful to submit the same in writing to a court of arbitrators for hearing and settlement, in the manner hereinafter provided.

§ 2. After the passage of this act the Governor may, whenever he shall deem it necessary, with the advice and consent of the Senate, appoint a State Court of Mediation and Arbitration, to consist of three competent persons, who shall hold their terms of office, respectively, one, two and three years, and upon the expiration of their respective terms the said term of office shall be uniformly for three years. If any vacancy happens by resignation or otherwise he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said court shall have a clerk or secretary, who shall be appointed by the court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the court and also all documents, and to perform such other duties as the said court may prescribe. He shall have power, under the direction of the court, to issue subpoenas, to administer oaths in all cases before said court, to call for and examine all books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said court.

§ 3. Any two of the arbitrators shall constitute a quorum

for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the court may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the court or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful for the parties to submit the same directly to said State court, and shall jointly notify said court or its clerk, in writing, of such grievance or dispute. Whenever such notification to said court or its clerk is given, it shall be the duty of said court to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said court, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said court, provided it shall be rendered within ten days after the completion of the investigation. The court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony, under oath, in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

§ 5. After the matter has been fully heard the said board, or majority of its members, shall, within ten days, render a decision thereon in writing, signed by them, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 6. Whenever a strike or lockout shall occur or is seriously threatened, in any part of the State, and shall come to the

knowledge of the court, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the court is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section four of this act.

§ 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest routes in getting to and returning from the place where attendance is required by the court, to be allowed by the Board of State Auditors upon the certificate of the court. All subpoenas shall be signed by the secretary of the court, and may be served by any person of full age authorized by the court to serve the same.

§ 8. Said court shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the court, and such suggestions as to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and the wage-earning.

§ 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the State. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to exceed twelve hundred dollars, without per diem, per year, payable in the same manner.

§ 10. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company" or "corporation," as fully as if each of the last-named terms was expressed in each place. [*Approved July 3, 1889.*]

CALIFORNIA.

An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employes, to define the duties of said board, and to appropriate the sum of twenty-five hundred dollars therefor.

The People of the State of California, represented in Senate and Assembly, do enact as follows:

SECTION 1. On or before the first day of May of each year, the Governor of the State shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employes, and the third man shall represent neither, and shall be chairman of the board. They shall hold office for one year and until their successors are appointed and qualified. If a vacancy occurs, as soon as possible thereafter the Governor shall appoint someone to serve the unexpired term; provided, however, that when the parties to any controversy or difference, as provided in section two of this act, do not desire to submit their controversy to the State board, they may by agreement each choose one person, and the two shall choose a third, who shall be chairman and umpire, and the three shall constitute a Board of Arbitration and Conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the State board. The members of said board or boards, before entering upon the duties of their office, shall be sworn faithfully to discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this act.

§ 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership, or corporation, which, if not arbitrated, would involve a strike or lockout, and his employes, the board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or both, to adjust said dispute, and make a written decision thereof.

This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the board.

§ 3. Said application shall be signed by said employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lockout or strike, until the decision of said board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon the receipt of said application, the chairman of said board shall cause public notice to be given of the time and place for hearing. Should the petitioners fail to keep the promise made therein, the board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay the extra cost of the board entailed thereby. The board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

§ 4. The decision rendered by the board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further bound by the conditions thereof after the expiration of sixty days or any time agreed upon by the parties, which agreement shall be entered as a part of the decision. Said notice may be given to the employees by posting a notice thereof in three conspicuous places in the shop or factory where they work.

§ 5. Both employers and employees shall have the right at any time to submit to the board complaints of grievances and ask for an investigation thereof. The board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned, and publish the result of their investigations as soon as possible thereafter.

§ 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also their necessary traveling and other expenses incident to the duties of their office shall be paid out of the State treasury; but the expenses

and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for the two years.

§ 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the State treasury not otherwise appropriated, for the expenses of the board for the first two years after its organization.

§ 8. This act shall take effect and be in force from and after its passage. [*Approved March 10, 1891.*]

NEW JERSEY.

An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a State Board of Arbitration.

SECTION 1. That whenever any grievance or dispute of any nature growing out of the relation of employer and employes shall arise or exist between employer and employes, it shall be lawful to submit all matters respecting such grievance or dispute, in writing, to a board of arbitrators, to hear, adjudicate and determine the same; said board shall consist of five persons; when the employes concerned in any such grievance or dispute as aforesaid are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board; in case the employes concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbitrators for said board, and said board shall be organized as hereinbefore provided; and in case the employes concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

§ 2. That any board as aforesaid selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration; upon the presentation of said petition it shall be the duty of the said judge to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination; the said petition and order or a copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

§ 3. That the arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act; when the said board is ready for the transaction of business, it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing; the chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of record or the judges thereof in this State; the board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matters in dispute.

§ 4. That after the matter has been fully heard, the said board or a majority of its members shall, within ten days, render a decision thereon, in writing, signed by them, giving such details as will clearly show the nature of the decision and the matters adjudicated and determined; such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided; the adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the

State Board of Arbitration hereinafter mentioned, together with the testimony taken before said board.

§ 5. That when the said board shall have rendered its adjudication and determination its powers shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such persons may submit their differences to the said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such other difference or differences.

§ 6. That within thirty days after the passage of this act the governor shall appoint a State Board of Arbitration, to consist of three competent persons, each of whom shall hold his office for the term of five years; one of said persons shall be selected from a bona fide labor organization of this State. If any vacancy happens, by resignation or otherwise, the Governor shall, in the same manner, appoint an arbitrator for the residue of the term. Said board shall have a secretary, who shall be appointed by and hold office during the pleasure of the board, and whose duty shall be to keep a full and faithful record of the proceedings of the board, and also possession of all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe; he shall have power, under the direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators of said State board and the clerk thereof shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person having charge thereof, for the proper and convenient transaction of the business of said board.

§ 7. That an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case. It shall be the duty of the said State Board of Arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the adjudication and determination of said board thereon shall be final and con-

clusive in the premises upon all parties to the arbitration ; such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party. Any two of the State Board of Arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the State board may be held and taken by and before any one of their number, if so directed ; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof. Each arbitrator shall have power to administer oaths.

§ 8. That whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to said State board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation ; the board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

§ 9. That after the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision, and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county

where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 10. That whenever a strike or lockout shall occur or is seriously threatened in any part of the State, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause of the controversy, and to that end the board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section eight of this act.

§ 11. That the fees of witnesses of aforesaid State board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board; all subpoenas shall be signed by the secretary of the board and may be served by any person of full age, authorized by the board to serve the same.

§ 12. That said board shall annually report to the legislature and shall include in their report such statements, facts and explanations as will disclose the actual working of the board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employes, and the improvement of the present system of production by labor.

§ 13. That each arbitrator of the State board and the secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such rates of mileage as are now provided by law, payable by the State treasurer on duly approved vouchers.

§ 14. That whenever the term "employer" or "employes" is used in this act it shall be held to include "firm," "joint-stock association," "company," "corporation," or "individual and individuals," as fully as if each of said terms was expressed in each place.

§ 15. This act shall take effect immediately. [*Approved March 24, 1892. P. L., Chap. 137.*]

A Supplement to an act entitled "An act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employes, and to authorize the creation of a State Board of Arbitration," approved March twenty-fourth, eighteen hundred and ninety-two, and to end the term of office of any person or persons appointed under this act.

1. Be it enacted by the Senate and General Assembly of the State of New Jersey, That Samuel S. Sherwood, William M. Doughty, James Martin, Charles A. Houston, Joseph L. Moore be and they are hereby constituted a board of arbitration, each to serve for the term of three years from the approval of this supplement and that each arbitrator herein named shall receive an annual salary of twelve hundred dollars per annum, in lieu of all fees, per diem compensation and mileage, and one of said arbitrators shall be chosen by said arbitrators as the secretary of said board and he shall receive an additional compensation of two hundred dollars per annum, the salaries herein stated to be payable out of moneys in the State treasury not otherwise appropriated.

2. And be it enacted, That in case of death, resignation or incapacity of any member of the board, the Governor shall appoint, by and with the advice and consent of the Senate, an arbitrator to fill the unexpired term of such arbitrator or arbitrators so dying, resigning or becoming incapacitated.

3. And be it enacted, That the term of office of the arbitrators now acting as a board of arbitrators, shall, upon the passage of this supplement, cease and terminate, and the persons named in this supplement as the board of arbitrators shall immediately succeed to and become vested with all the powers and duties of the board of arbitrators now acting under the provisions of the act of which this act is a supplement.

4. And be it enacted, That after the expiration of the terms of office of the persons named in this supplement, the Governor shall appoint, by and with the advice and consent of the Senate, their successors for the length of term and at the salary named in the first section of this supplement.

5. And be it enacted, That this act shall take effect immediately. [*Approved March 25, 1895.*]

OHIO.

An Act to provide for a State Board of Arbitration for the settlement of differences between employers and their employees.

SECTION 1. Be it enacted by the General Assembly of the State of Ohio, that within thirty days after the passage of this act, the Governor of the State, with the advice and consent of the Senate, shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation, in the manner hereinafter provided. One of them shall be an employer, or selected from some association representing employers of labor; one of them shall be selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man, at the expiration of thirty days, he shall be appointed by the Governor; and provided, also, that appointments made when the Senate is not in session, may be confirmed at the next ensuing session.

§ 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed, in the manner above provided. If, for any reason, a vacancy occurs at any time, the Governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

§ 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the Governor and the Senate. Should the Senate not be in session, such rules and regulations shall be considered valid until the next ensuing session.

§ 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the State, exists between an employer, whether an individual, copartnership, or corporation, and his employees, if at the time he employs not less than twenty-five persons in the

same general line of business in any city or county in this State, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

§ 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.

§ 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board.

§ 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lockout or strike until the decision of said board, if it shall be made within ten days of the date of filing said application.

§ 8. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding

such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

§ 9. The board shall have power to summon as witnesses any operative in the departments of business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books or papers containing the record of wages earned or paid. Summonses may be signed and oaths administered by any member of the board.

§ 10. The parties to any controversy or difference, as described in section four of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

§ 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the State board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the State board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the State board.

§ 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

§ 13. Whenever it is made to appear to the mayor of a city or the judge of the probate court of a county that a strike or

lockout is seriously threatened, or actually occurs, the mayor of such city or the judge of the probate court of the county shall at once notify the State board of the facts. Whenever it shall come to the knowledge of the State board, either by the notice from the mayor of a city or the judge of the probate court of the county, as provided in the preceding part of this section or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in any city or county of this State, involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of the strike or lockout was employing not less than twenty-five persons in the same general line of business in any city or county in the State, it shall be the duty of the State board to put itself in communication as soon as may be with such employer and employes.

§ 14. It shall be the duty of the State board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or to endeavor to persuade them, provided a strike or lockout has not actually occurred, or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the State board; and said State board may, if it deems it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section nine of this act.

§ 15. Witnesses summoned by the State board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said State board shall certify the amount due each witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

§ 16. The said State board shall make a yearly report to the Governor and Legislature, and shall include therein such

statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to harmonizing the relations of and disputes between employers and employees.

§ 17. The members of the said State Board of Arbitration and Conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member, and on presentation of his certificate the Auditor of the State shall draw his warrant on the treasury of the State for the amount. When the State board meets at the capitol of the State, the Adjutant-General shall provide rooms suitable for such meeting.

§ 18. That an act, entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employees," of the Revised Statutes of the State, passed February tenth, eighteen hundred and eighty-five, is hereby repealed.

§ 19. This act shall take effect and be in force from and after its passage.

LOUISIANA.

An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employees.

SECTION 1. Be it enacted by the General Assembly of the State of Louisiana, that within thirty days after the passage of this act, the Governor of the State, with the advice and consent of the Senate, shall appoint five competent persons to serve as a Board of Arbitration and Conciliation in the manner hereinafter provided. Two of them shall be employers, selected or recommended by some association or board representing employers of labor; two of them shall be employees, selected or recommended by the various labor organizations, and not an employer of labor, and the fifth shall be appointed upon the recommendation of the other four; provided, however, that if the four appointed do not agree on a fifth man at the expiration of thirty days, he shall be appointed by the Governor; provided,

also, that if the employers or employes fail to make their recommendation as herein provided within thirty days, then the Governor shall make said appointments in accordance with the spirit and intent of this act. Said appointments, if made when the Senate is not in session, may be confirmed at the next ensuing session.

§ 2. Two shall be appointed for two years, two for three years, and one, the fifth member, for four years, and all appointments thereafter shall be for four years, or until their successors are appointed in the manner above provided. If, for any reason, a vacancy occurs at any time, the Governor shall in the same manner appoint some person to serve out the unexpired term.

§ 3. Each member of said board shall, before entering upon the duties of his office, be sworn to the faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman and one of their number as secretary. The board shall, as soon as possible after its organization, establish rules of procedure.

§ 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the State, exists between an employer, whether an individual, copartnership or corporation, and his employes, if at the time he employs not less than twenty persons in the same general line of business in any city or parish of this State, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

§ 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written report. This decision shall at once be made public, shall be recorded upon proper books of record, to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the court of the city or parish where said business is carried on.

§ 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer

or by a majority of the employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving authority shall be kept secret by said board.

§ 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application without any lockout or strike until the decision of said board, if it shall be made within ten days of the date of filing said application.

§ 8. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein until said petitioner or petitioners have complied with every order and requirement of the board.

§ 9. The board shall have power to summon as witnesses any operative in the department of the business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books and papers containing the record of wages earned or paid. Summons may be signed and oaths administered by any member of the board. The board shall have the right to compel the attendance of witnesses or the production of papers.

§ 10. Whenever it is made to appear to the mayor of a city or the judge of any district court in any parish, other than the parish of Orleans, that a strike or lockout is seriously threatened or actually occurs, the mayor of such city or judge of the district court of such parish shall at once notify the State board of the

fact. Whenever it shall come to the knowledge of the State board, either by the notice of the mayor of a city or the judge of the district court of the parish, as provided in the preceding part of this section, or otherwise, that a lockout or strike is seriously threatened, or has actually occurred, in any city or parish of this State, involving an employer and his present or past employes, if at the time he is employing, or up to the occurrence of a strike or lockout was employing not less than twenty persons in the same general line of business in any city or parish in the State, it shall be the duty of the State board to put itself in communication as soon as may be with such employer and employes.

§ 11. It shall be the duty of the State board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, and to endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to the State Board of Arbitration and Conciliation; and the State board shall, whether the same be mutually submitted to them or not, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall make and publish a report finding such cause or causes and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section nine of this act.

§ 12. The said State board shall make a biennial report to the Governor and Legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to harmonizing the relations of and disputes between employers and employes.

§ 13. The members of said State Board of Arbitration and Conciliation, hereby created, shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall quarterly certify the amount due each member, and, on presentation of his certificate, the Auditor of the State shall draw his warrant on the treasury of the State for the amount.

§ 14. This act shall take effect and be in force from and after its passage. [*Approved July 12, 1894.*]

CONNECTICUT.**AN ACT concerning a State Board of Arbitration and Mediation.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

SECTION 1. During each biennial session of the General Assembly, the Governor shall, with the advice and consent of the Senate, appoint a State Board of Mediation and Arbitration, to consist of three competent persons, each of whom shall hold his office for the term of two years. One of said persons shall be selected from the party which at the last general election cast the greatest number of votes for Governor of this State, and one of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for Governor of this State, and the other of said persons shall be selected from a bona fide labor organization of this State. Said board shall select one of its number to act as clerk or secretary, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also to keep and preserve all documents and testimony submitted to said board; he shall have power, under the direction of the Board, to issue subpoenas, and to administer oaths in all cases before said board, and to call for and examine the books, papers, and documents of the parties to such cases. Said arbitrators shall take and subscribe to the constitutional oath of office before entering upon the discharge of their duties.

§ 2. Whenever any grievance or dispute of any nature shall arise between any employer and his employes, it shall be lawful for the parties to submit the same directly to the State Board of Mediation and Arbitration, in case such parties elect to do so, and shall notify said board, or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of the grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly, and in detail, their grievances and complaints, and the cause or causes thereof, and severally promise and agree to continue in business, or at work, without a strike or lockout, until the de-

cision of said board is rendered ; provided, it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed fully to investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, and the production of books and papers.

§ 3. After a matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by the members of the board, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by said board. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the office of the town or city clerk in the town where the controversy arose, and one copy shall be served on each of the parties to the controversy.

§ 4. Whenever a strike or lockout shall occur, or is seriously threatened in any part of the State, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such strike or lockout; and, if in the judgment of said board it is best, it shall inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpoena witnesses, and send for persons and papers.

§ 5. Said board shall, on or before the first day of December in each year, make a report to the Governor, and shall include therein such statements, facts, and explanations as will disclose the actual working of the board, and such suggestions as to legislation as may seem to it conducive to harmony in the relations between employers and employed, and to the improvement of the present system of production.

§ 6. Whenever the term "employer" or employers" is used in this act it shall be held to include "firm," "joint-stock association," "company" or "corporation," as fully as if each of the last-named terms was expressed in each place.

§ 7. The members of the board shall receive as compensation for actual services rendered under this act, the sum of five dollars per day and expenses, upon presentation of their voucher to the Comptroller, approved by the Governor.

§ 8. This act shall take effect from its passage.

MINNESOTA.

An Act to provide for the settlement of differences between employers and employes, and to authorize the creation of boards of arbitration and conciliation, and to appropriate money for the maintenance thereof.

Be it enacted by the Legislature of the State of Minnesota :

SECTION 1. That within thirty days after the passage of this act the Governor shall, by and with the advice and consent of the Senate, appoint a State Board of Arbitration and Conciliation, consisting of three competent persons, who shall hold office until their successors are appointed. On the first Monday in January, eighteen hundred and ninety-seven, and thereafter, biennially, the Governor, by and with like advice and consent, shall appoint said board, which shall be constituted as follows : One of them shall be an employer of labor, one of them shall be a member selected from some bona fide trade union and not an employer of labor, and who may be chosen from a list submitted by one or more trade and labor assemblies in the State, and the third shall be appointed upon the recommendation of the other two as hereinafter provided, and shall be neither an employe or an employer of skilled labor ; provided, however, that if the two first appointed do not agree in nominating one or more persons to act as the third member before the expiration of ten days, the appointment shall then be made by the Governor without such recommendation. Should a vacancy occur at any time, the Governor shall in the same manner appoint some one having the same qualifications to serve out the unexpired term, and he may also remove any member of said board.

§ 2. The said board shall, as soon as possible after their appointment, organize by electing one of their members as president and another as secretary, and establish, subject to the approval of the Governor, such rules of procedure as may seem advisable.

§ 3. That whenever any controversy or difference arises relating to the conditions of employment or rates of wages between any employer, whether an individual, a copartnership or corporation, and whether resident or non-resident, and his or their employes, if at the time he or it employs not less than ten persons in the same general line of business in any city or town in this State, the board shall, upon application, as hereinafter pro-

vided, as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the causes thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be submitted to by either or both to adjust said dispute, and within ten days after said inquiry make a written decision thereon. This decision shall at once be made public and a short statement thereof published in a biennial report hereinafter provided for, and the said board shall also cause a copy of said decision to be filed with the clerk of the district court of the county where said business is carried on.

§ 4. That said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievance alleged, and shall be verified by at least one of the signers. When an application is signed by an agent claiming to represent a majority of such employes, the board shall, before proceeding further, satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board. Within three days after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place where said hearing shall be held. But public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may at any stage of the proceedings cause public notice to be given, notwithstanding such request.

§ 5. The said board shall have power to summon as witnesses any clerk, agent or employe in the departments of the business who keeps the records of wages earned in those departments, and require the production of books containing the records of wages paid. Summons may be signed and oaths administered by any member of the board. Witnesses summoned before the board shall be paid by the board the same witness fees as witnesses before a district court.

§ 6. That upon the receipt of an application, after notice has been given as aforesaid, the board shall proceed as before

provided, and render a written decision which shall be open to public inspection, and shall be recorded upon the records of the board and published at the discretion of the same in a biennial report which shall be made to the Legislature on or before the first Monday in January of each year in which the Legislature is in regular session.

§ 7. In all cases where the application is mutual, the decision shall provide that the same shall be binding upon the parties concerned in said controversy or dispute for six months, or until sixty days after either party has given the other notice in writing of his or their intention not to be bound by the same. Such notice may be given to said employes by posting the same in three conspicuous places in the shop, factory or place of employment.

§ 8. Whenever it shall come to the knowledge of said board, either by notice from the mayor of a city, the county commissioners, the president of a chamber of commerce or other representative body, the president of the central labor council or assembly, or any five reputable citizens, or otherwise, that what is commonly known as a strike or lockout is seriously threatened or has actually occurred, in any city or town of the State, involving an employer and his or its present or past employes, if at the time such employer is employing, or up to the occurrence of the strike or lockout was employing, not less than ten persons in the same general line of business in any city or town in this State, and said board shall be satisfied that such information is correct, it shall be the duty of said board, within three days thereafter, to put themselves in communication with such employer and employes and endeavor by mediation to effect an amicable settlement between them, or to persuade them to submit the matter in dispute to a local board of arbitration and conciliation, as hereinafter provided, or to said State board, and the said State board may investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible for the continuance of the same, and may make and publish a report assigning such responsibility. The said board shall have the same powers for the foregoing purposes as are given them by sections three and four of this act.

§ 9. The parties to any controversy or difference, as specified in this act, may submit the matter in dispute in writing to a local board of arbitration and conciliation ; such board may either

be mutually agreed upon, or the employer may designate one of the arbiters, the employes or their duly authorized agent another, and the two arbiters so designated may choose a third, who shall also be chairman of the board. Each arbiter so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths to faithfully and impartially discharge his duty as such arbiter, which consent and oath shall be filed in the office of the clerk of the district court of the county where such dispute arises. Such board shall, in respect to the matters submitted to them, have and exercise all the powers which the State board might have and exercise, and their decisions shall have whatever binding effect may be agreed to by the parties to the controversy in the written submission. Vacancies in such local boards may be filled in the same manner as the regular appointments are made. It shall be the duty of said State board to aid and assist in the formation of such local boards throughout the State in advance of any strike or lockout, whenever and wherever in their judgment the formation of such local boards will have a tendency to prevent or allay the occurrence thereof. The jurisdiction of such local boards shall be exclusive in respect to the matters submitted to them; but they may ask and receive the advice and assistance of the State board. The decisions of such local boards shall be rendered within ten days after the close of any hearing held before them; such decision shall at once be filed with the clerk of the district court of the county in which such controversy arose, and a copy thereof shall be forwarded to the State board.

§ 10. Each member of said State board shall receive as compensation five dollars a day, including mileage, for each and every day actually employed in the performance of the duties provided for by this act; such compensation shall be paid by the State Treasurer on duly detailed vouchers approved by said board and by the Governor.

§ 11. The said board, in their biennial reports to the Legislature, shall include such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and the disputes between employers and employes; and the improvement of the present relations between labor and capital. Such biennial reports of the board shall be printed in the same manner and under the same regulations as the reports of the executive officers of the State.

§ 12. There is hereby annually appropriated out of any money in the State treasury not otherwise appropriated the sum of two thousand dollars, or so much thereof as may be necessary for the purposes of carrying out the provisions of this act.

§ 13. All acts and parts of acts inconsistent with this act are hereby repealed.

§ 14. This act shall take effect and be in force from and after its passage. [Approved April 25, 1895.]

ILLINOIS.

An Act to create a State Board of Arbitration for the investigation or settlement of differences between employers and their employes, and to define the powers and duties of said board.

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly:* As soon as this act shall take effect the Governor, by and with the advice and consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a State "Board of Arbitration," to serve as a State Board of Arbitration and Conciliation; one and only one of whom shall be an employer of labor, and one and only one of whom shall be an employé and shall be selected from some labor organization. They shall hold office until March 1, 1897, or until their successors are appointed, but said board shall have no power to act as such until they and each of them are confirmed by the Senate. On the first day of March, 1897, the Governor, with the advice and consent of the Senate, shall appoint three persons as members of said board in the manner above provided, one to serve for one year, one for two years and one for three years, or until their respective successors are appointed, and on the first day of March in each year thereafter the Governor shall in the same manner appoint one member of said board to succeed the member whose term expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge

thereof. The board shall at once organize by the choice of one of their number as chairman, and they shall, as soon as possible after such organization, establish suitable rules of procedure. The board shall have power to select and remove a secretary, who shall be a stenographer, and who shall receive a salary to be fixed by the board, not to exceed \$1,200 per annum and his necessary traveling expenses, on bills of items to be approved by the board, to be paid out of the State treasury.

§ 2. When any controversy or difference not involving questions which may be the subject of an action at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation, employing not less than twenty-five persons, and his employés in this State, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the board shall cause a copy thereof to be filed with the clerk of the city, town or village where said business is carried on.

§ 3. Said application shall be signed by said employer or by a majority of his employés in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, not-

withstanding such request. The board shall have the power to summon as witness any operative, or expert in the departments of business affected and any person who keeps the records of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the record of wages paid. The board shall have power to issue subpoenas, and oaths may be administered by the chairman of the board.

§ 4. Upon the receipt of such application, and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the Governor before the first day of March in each year.

§ 5. Said decision shall be binding upon the parties who join in said application for six months or until either party has given the other notice in writing of his or their intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employes by posting in three conspicuous places in the shop or factory where they work.

§ 6. Whenever it shall come to the knowledge of the State board that a strike or lockout is seriously threatened in the State, involving an employer and his employes, if he is employing not less than twenty-five persons, it shall be the duty of the State board to put itself in communication as soon as may be, with such employer or employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State board.

§ 7. The members of the said board shall each receive a salary of \$1,500 a year, and necessary traveling expenses, to be paid out of the treasury of the State, upon bills of particulars approved by the Governor.

§ 8. Any notice or process issued by the State Board of Arbitration, shall be served by any sheriff, coroner or constable to whom the same may be directed or in whose hands the same may be placed for service.

§ 9. Whereas, an emergency exists, therefore it is enacted that this act shall take effect and be in force from and after its passage. [*Approved August 2, 1895. Special session.*]

COLORADO.

Section nine of the law creating the Bureau of Labor Statistics of the State of Colorado makes the following provision for the settlement of labor disputes:—

§ 9. If any difference shall arise between any corporation or person, employing twenty-five or more employes, and such employes, threatening to result, or resulting in a strike on the part of such employes, or a lockout on the part of such employer, it shall be the duty of the commissioner, when requested so to do by fifteen or more of said employes, or by the employers, to visit the place of such disturbance and diligently seek to mediate between such employer and employes.

NEBRASKA.

Section four of the law creating the Bureau of Labor and Industrial Statistics of the State of Nebraska is as follows:—

§ 4. The duties of said commissioner shall be to collect, collate and publish statistics and facts relative to manufacturers, industrial classes, and material resources of the state, and especially to examine into the relations between labor and capital; the means of escape from fire and protection of life and health in factories and workshops, mines and other places of industries; the employment of illegal child labor; the exaction of unlawful hours of labor from any employee; the educational, sanitary, moral, and financial condition of laborers and artisans; the cost of food, fuel, clothing, and building material; the causes of strikes and lockouts, as well as kindred subjects and matters pertaining to the welfare of industrial interests and classes.
[Approved March 31, 1887.]

MISSOURI.

An Act to provide for a Board of Mediation and Arbitration for the settlement of differences between employers and their employes.

Be it enacted by the General Assembly of the State of Missouri, as follows:

SECTION 1. Upon information furnished by an employer of laborers, or by a committee of employes, or from any other

reliable source, that a dispute has arisen between employers and employees, which dispute may result in a strike or lockout, the commissioner of labor statistics and inspection shall at once visit the place of dispute and seek to mediate between the parties, if, in his discretion, it is necessary so to do.

§ 2. If a mediation can not be effected, the commissioner may, at his discretion, direct the formation of a board of arbitration, to be composed of two employers and two employees engaged in a similar occupation to the one in which the dispute exists, but who are not parties to the dispute, and the commissioner of labor statistics and inspection, who shall be president of the board.

§ 3. The board shall have power to summon and examine witnesses and hear the matter in dispute, and, within three days after the investigation, render a decision thereon, which shall be published, a copy of which shall be furnished each party in dispute, and shall be final, unless objections are made by either party within five days thereafter; provided that the only effect of the investigation herein provided for shall be to give the facts leading to such dispute to the public through an unbiased channel.

§ 4. In no case shall a board of arbitration be formed when work has been discontinued, either by action of the employer or the employees; should, however, a lockout or strike have occurred before the commissioner of labor statistics could be notified, he may order the formation of a board of arbitration upon resumption of work.

§ 5. The board of arbitration shall appoint a clerk at each session of the board, who shall receive three dollars per day for his services, to be paid, upon approval by the commissioner of labor statistics, out of the fund appropriated for expenses of the bureau of labor statistics. [*Approved April 11, 1889.*]

MARYLAND.

An Act to provide for the reference of disputes between employers and employees to arbitration.

SECTION 1. Be it enacted by the General Assembly of Maryland, that whenever any controversy shall arise between any corporation incorporated by this State in which this State may

be interested as a stockholder or creditor, and any person in the employment or service of such corporation, which, in the opinion of the board of public works, shall tend to impair the usefulness or prosperity of such corporation, the said board of public works shall have power to demand and receive a statement of the grounds of said controversy from the parties to the same; and if, in their judgment, there shall be occasion so to do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration; and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of said board of public works to provide in due form for the submission of the said controversy to arbitration, in such manner that the same shall be finally settled and determined; but if the said corporation or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said board of public works to examine into and ascertain the cause of said controversy, and to report the same to the next General Assembly.

§ 2. All subjects of dispute arising between corporations, and any person in their employment or service, and all subjects of dispute between employers and employes in any trade or manufacture, may be settled and adjusted in the manner heretofore mentioned.

§ 3. Whenever such subjects of dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in the manner following, that is to say: When the party complaining and the party complained of shall come before, or agree by any writing under their hands, to abide by the determination of any judge or justice of the peace, it shall be lawful for such judge or justice of the peace to hear and finally determine in a summary manner the matter in dispute between such parties; but if such parties shall not come before, or agree to abide by the determination of such judge or justice of the peace, but shall agree to submit their said cause of dispute to arbitrators appointed under the provisions of this article, then it shall be lawful for any such judge or justice of the peace, and such judge or justice of the peace is hereby required, on complaint made before him, and proof that such agreement for arbitration has been entered into, to appoint arbitrators for settling the matters in dispute; and

such judge or justice of the peace shall then and there propose no less than two nor more than four persons, one-half of whom shall be employers and the other half employes, acceptable to the parties to the dispute, respectively, who, together with such judge or justice of the peace, shall have full power finally to hear and determine such dispute.

§ 4. In all such cases of dispute as aforesaid, as in all other cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a mode different from the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode or arbitration shall be final and conclusive between the parties. It shall be lawful in all cases for an employer or employe, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

§ 5. Every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which said judge presides, and of the justice of the peace determining the same; and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or nonsuit; and every award made by arbitrators appointed by any judge or justice of the peace under the provisions of this article shall be returned by said arbitrators to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as if said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgment of said court, and execution thereon shall be awarded as upon verdict, confession or nonsuit; and in all proceedings under this article, whether before a judge or justice of the peace or arbitrators, costs shall be taxed as they are now allowed by law in similar proceedings, and the same shall be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon; and if it shall appear to the court within that time that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon.

I O W A .

An Act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes.

Be it enacted by the General Assembly of the State of Iowa :

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of disputes between employers and employed in the manufacturing, mechanical or mining industries.

§ 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry ; provided, that at the time the petition is presented the judge before whom such petition is presented may, upon motion, require testimony to be given as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the people to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued, a license, substantially in the form hereinafter given, authorizing the existence of such tribunal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing or mining industry or business who shall have petitioned for the tribunal or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal from three names presented by the members of the tribunal remaining in that class in which the vacancies occur. The removal of any member to an adjoining county shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals, and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives of both employers and workmen constituting the tribunal immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal, by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

§ 5. The said tribunal shall consist of not less than two employers or their representatives and two workmen or their representatives. The exact number which shall in each case constitute the tribunal shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened, shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or, if such majority cannot be had after two votes, then by secret ballot or by lot, as they prefer.

§ 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light, and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was

presented, and a room in the courthouse, or elsewhere, for the use of said tribunal, shall be provided by the county board of supervisors.

§ 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute; provided, that the tribunal may unanimously direct that, instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such accountant shall be sworn to well and truly examine such books, documents and accounts as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing and presented to said accountant, which statement shall be signed by the members of said tribunal or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute shall not be permitted to appear or take part in any of the proceedings of the tribunal or before the umpire.

§ 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence or other questions, in conducting the inquiries there pending, shall be final. Committees of the tribunal, consisting of an equal number of each class, may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear and settle the same finally, when it can be done by a unanimous vote; otherwise the same shall be reported to the full tribunal and be there heard, as if the question had not been referred. The said tribunal, in connection with the said umpire, shall have power to make or ordain and enforce rules for the government of the body when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Iowa.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing, shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal, and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested, enter judgment thereon; and when the award is for a specific sum of money, may issue final and other process to enforce the same.

§ 10. The form of the joint petition or agreement praying for a tribunal under this act shall be as follows:—

To the district court of county (or to a judge thereof, as the case may be):

The subscribers hereto, being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry) trade, and having agreed upon A. B, C, D and E, representing the employers, and G, H, I. J and K, representing the workmen, as members of said tribunal, who each are qualified to act thereon, pray that a license for a tribunal in the trade may be issued to said persons named above.

| EMPLOYERS. | Names. | Residence. | Works. | Number employed. |
|------------|--------|------------|--------|------------------|
| | | | | |

| EMPLOYES. | Names. | Residence. | By whom employed. |
|-----------|--------|------------|-------------------|
| | | | |

§ 11. The license to be issued upon such petition may be as follows:—

STATE OF IOWA, }
COUNTY. } ss.:

Whereas, the joint petition and agreement of four employers (or representatives of a firm, corporation or individual employing twenty men, as the case may be) and twenty workmen have been presented to this court (or if to a judge in vacation, so state), praying the creation of a tribunal of voluntary arbitration for the settlement of disputes in the trade within this county, and naming A, B, C, D and E, representing the employers, and G, H, I, J and K, representing the workmen; now in pursuance of the statute for such case made and provided, said named persons are hereby licensed and authorized to be and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers and workmen, for the period of one year from this date, and they shall meet and organize on the

day of A. D. at
Signed this day of A. D.

Clerk of the District Court of County.

§ 12. When it becomes necessary to submit a matter in controversy to the umpire, it may be in form, as follows:—

We, A, B, C, D and E, representing employers, and G, H, I, J and K, representing workmen, composing a tribunal of voluntary arbitration, hereby submit and refer unto the umpirage of L (the umpire of the tribunal of the trade), the following subject-matter, viz: (Here state fully and clearly the matter submitted) and we hereby agree that his decision and determination upon the same shall be binding upon us and final and conclusive upon the questions thus submitted, and we pledge ourselves to abide by and carry out the decision of the umpire when made

Witness our names this day of A. D.

(Signatures)

§ 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject-matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court. [*Approved March 6, 1886.*]

KANSAS.

An Act to establish boards of arbitration, and defining their powers and duties.

Be it enacted by the Legislature of the State of Kansas :

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition, as hereinafter provided, it shall be the duty of said court, or judge, to issue a license, or authority, for the establishment, within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlement of disputes between employers and employed, in the manufacturing, mechanical, mining and other industries.

§ 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals or corporations within the county, who are employers within the county; provided, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

§ 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an

entry of the license so granted shall be made upon the journal of the district court in the county in which the petition originated.

§ 4. Said tribunal shall continue in existence for one year from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining or other industry, who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it; provided, that said award may be impeached for fraud, accident or mistake.

§ 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

§ 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

§ 7. All submission of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when

necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

§ 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not conflict with this statute, nor with any of the provisions of the Constitution and laws of the State; provided, that the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible in cases of emergency.

§ 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing, and signed by the members of the tribunal or a majority thereof, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award of money, or the award of the tribunal when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of anyone interested, enter judgment thereon; and when the award is for a specific sum of money, may issue final and other process to enforce the same; provided, that any such award may be impeached for fraud, accident or mistake.

§ 10. The form of the petition praying for a tribunal under this act shall be as follows:—

To the district court of county (or a judge thereof, as the case may be): The subscribers hereto, being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration, for the settlement of disputes in the manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued to be composed of four persons and an umpire, as provided by law.

PENNSYLVANIA.

AN ACT to establish boards of arbitration to settle all questions of wages and other matters at variance between capital and labor.

Whereas, The great industries of this Commonwealth are frequently suspended by strikes and lockouts, resulting at times in criminal violation of the law and entailing upon the State vast expense to protect life and property and preserve the public peace :

And, whereas, No adequate means exist for the adjustment of these issues between capital and labor, employers and employes, upon an equitable basis where each party can meet together upon terms of equality to settle the rates of compensation for labor and establish rules and regulations for their branches of industry, in harmony with law and a generous public sentiment ; therefore,

SECTION 1. Be it enacted, et cetera, That whenever any differences arise between employers and employes in the mining, manufacturing or transportation industries of the Commonwealth which can not be mutually settled to the satisfaction of a majority of all parties concerned, it shall be lawful for either party, or for both parties jointly, to make application to the Court of Common Pleas wherein the service is to be performed about which the dispute has arisen to appoint and constitute a board of arbitration to consider, arrange and settle all matters at variance between them, which must be fully set forth in the application ; such application to be in writing and signed and duly acknowledged before a proper officer by the representatives of the persons employed as workmen, or by the representatives of a firm, individual or corporation, or by both, if the application is made jointly by the parties ; such applicants to be citizens of the United States, and the said application shall be filed, with the record of all proceedings had in consequence thereof, among the records of said court.

§ 2. That when the application duly authenticated has been presented to the Court of Common Pleas, as aforesaid, it shall be lawful for said court, if in its judgment the said application allege matters of sufficient importance to warrant the intervention of a board of arbitrators, in order to preserve the public peace or promote the interests and harmony of labor and capital,

to grant a rule on each of the parties to the alleged controversy, where the application is made jointly, to select three citizens of the county, of good character and familiar with all matters in dispute, to serve as members of the said board of arbitration, which shall consist of nine members, all citizens of this Commonwealth; as soon as the said members are appointed by the respective parties to the issue, the court shall proceed at once to fill the board by the selection of three persons from the citizens of the county of well-known character for probity and general intelligence, and not directly connected with the interests of either party to the dispute, one of whom shall be designated by the said judge as president of the board of arbitration. Where but one party makes application for the appointment of such board of arbitration the court shall give notice, by order of court, to both parties in interest, requiring them each to appoint three persons as members of said board within ten days thereafter, and in case either party refuses or neglects to make such appointment, the court shall thereupon fill the board by the selection of six persons who, with the three named by the other party in the controversy, shall constitute said board of arbitration. The said court shall also appoint one of the members thereof secretary to the said board, who shall also have a vote and the same powers as any other member, and shall also designate the time and place of meeting of the said board. They shall also place before them copies of all papers and minutes of proceedings to the case or cases submitted.

§ 3. That when the board of arbitration has been thus appointed and constituted, and each member has been sworn or affirmed, and the papers have been submitted to them, they shall first carefully consider the records before them, and then determine the rules to govern their proceedings; they shall sit with closed doors until their organization is consummated, after which their proceedings shall be public. The president of the board shall have full authority to preserve order at the sessions, and may summon or appoint officers to assist, and in all ballotings he shall have a vote. It shall be lawful for him, at the request of any two members of the board, to send for persons, books and papers, and he shall have power to enforce their presence and to require them to testify in any manner before the board, and for any wilful failure to appear and testify before said board, when requested by the said board, the per-

son or persons so offending shall be guilty of a misdemeanor, and on conviction thereof in the Court of Quarter Sessions of the county where the offense is committed, shall be sentenced to pay a fine not exceeding five hundred dollars and imprisonment not exceeding thirty days, either or both, at the discretion of the court.

§ 4. That as soon as the board is organized, the president shall announce that the sessions are opened, and the variants may appear with their attorneys and counsel, if they so desire, and open their case; and in all proceedings the applicant shall stand as plaintiff, but when the application is jointly made, the employees shall stand as plaintiff in the case; each party in turn shall be allowed a full and impartial hearing and may examine experts and present models, drawings, statements and any proper matter bearing on the case, all of which shall be carefully considered by the said board in arriving at their conclusions, and the decision of the said board of arbitration shall be final and conclusive of all matters brought before them for adjustment; and the said board of arbitration may adjourn from the place designated by the court for holding its sessions, when it deems it expedient to do so, to the place or places where the dispute arises, and hold sessions and personally examine the workings and matters at variance, to assist their judgment.

§ 5. That the compensation of the members of the board of arbitration shall be as follows, to wit: Each shall receive four dollars per diem and ten cents per mile, both ways, between their homes and the place of meeting, by the nearest comfortable routes of travel, to be paid out of the treasury of the county where the arbitration is held; and witnesses shall be allowed from the treasury of the said county the same fees now allowed by law for similar service.

§ 6. That the board of arbitrators shall duly execute their decision, which shall be reached by a vote of a majority of all the members by having the names of those voting in the affirmative signed thereon and attested by the secretary, and their decisions, together with all the papers and minutes of their proceedings, shall be returned to and filed in the court aforesaid for safe keeping.

§ 7. All laws and parts of laws inconsistent with the provisions of this act, be and the same are hereby repealed. [*Approved the 18th day of May, A.D. 1893.*]

UTAH.

By act of Congress approved July 16, 1894, it was provided that the people of the Territory of Utah might call a convention to form a constitution and do other necessary things toward their becoming a state of the Union.

This convention assembled in Salt Lake City March 4, 1895, and continued in session until May 8, 1895. It framed a state constitution, which was submitted to the voters of the Territory at an election held November 5, 1895, and was by them adopted. The only further action needed to constitute Utah a sovereign state of the nation was the issue by the President of the usual, formal proclamation to that effect, which took place Saturday, January 4, 1896.

The following extract from the constitution of the new state, is from Article XVI., relating to labor: —

SECT. 2. The legislature shall provide by law for a board of labor, conciliation and arbitration, which shall fairly represent the interests of both capital and labor. The board shall perform duties and receive compensation as prescribed by law.

MONTANA.

There was a law in Montana, approved February 28, 1887, entitled "An act to provide for a territorial board of arbitration for the settlement of differences between employers and employes." The Legislative Assembly of the territory on March 14, 1889, created a commission to codify laws and procedure, and to revise, simplify and consolidate statutes; and Montana became a state on November 8 of the same year.

The following is the law relating to arbitration of industrial disputes, as it appears in "The Codes and Statutes of Montana in force July 1, 1895."

THE POLITICAL CODE.

[Part III, Title VII, Chapter XIX.]

§ 3330. There is a state board of arbitration and conciliation consisting of three members, whose term of office is two years and until their successors are appointed and qualified.

The board must be appointed by the governor, with the advice and consent of the senate. If a vacancy occurs at any time the governor shall appoint some one to serve out the unexpired term, and he may in like manner remove any member of said board. [§ 3330. *Act approved March 15, 1895.*]

§ 3331. One of the board must be an employer, or selected from some association representing employers of labor; and one of them must be a laborer, or selected from some labor organization, and not an employer of labor, and the other must be a disinterested citizen.

§ 3332. The members of the board must, before entering upon the duties of their office, take the oath required by the constitution. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such compensation as may be allowed by the board, but not exceeding five dollars per day for the time employed. The board shall, as soon as possible after its organization, establish such rules or modes of procedure as are necessary, subject to the approval of the governor. [§ 3332. *Act approved March 15, 1895.*]

§ 3333. Whenever any controversy or dispute, not involving questions which may be the subject of a civil action, exists between an employer (if he employs twenty or more in the same general line of business in the state) and his employees, the board must, on application as is hereinafter provided, visit the locality of the dispute and make inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done, by either or both, to adjust said dispute, and the board must make a written decision thereon. The decision must at once be made public, and must be recorded in a book kept by the clerk of the board, and a statement thereof published in the annual report, and the board must cause a copy thereof to be filed with the clerk of the county where the dispute arose.

§ 3334. The application to the board of arbitration and conciliation must be signed by the employer, or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in

business or at work without any lockout or strike until the decision of said board if it shall be made within four weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board; as soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given; when such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on one side, and the employes interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board.

The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board, information concerning the wages paid, the hours of labor and the methods and grades of work prevailing in manufacturing establishments, or other industries or occupations, within the state of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the state such compensation as shall be allowed and certified by the board not exceeding ——— dollars per day, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary, who shall be paid in like manner. Should the petitioner or petitioners fail to

perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative or employe in the department of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board. [§ 3334. *Act approved March 15, 1895.*]

§ 3335. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the governor on or before the first day of December in each year. [§ 3335. *Act approved March 15, 1895.*]

§ 3336. Any decision made by the board is binding upon the parties who join in the application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. The notice must be given to employes by posting the same in three conspicuous places in the shop, office, factory, store, mill, or mine where the employes work.

§ 3337. The parties to any controversy or difference as described in § 3333 of this code may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes, or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the county in which the controversy

or difference arose, and a copy thereof shall be forwarded to the state board and entered upon its records. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment shall be approved by the commissioners of said county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Whenever it is made to appear to the mayor of any city or two commissioners of any county, that a strike or lockout such as described hereafter in this section is seriously threatened or actually occurs, the mayor of such city, or said commissioners of such county, shall at once notify the state board of the fact.

Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city, or two or more commissioners of a county, as provided in this section, or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or county of this state, involving an employer and his present or past employes, if at the time he is employing or up to the occurrence of the strike or lockout was employing not less than twenty persons in the same general line of business in any city, town or county in this state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, providing that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by § 3333 of this code.

Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business

